

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

532

0-2

BOOK 532 PAGE 01

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) FORT LIQUORS, INC. 1628 ANNAPOLIS ROAD ODENTON MD 21113	2. Secured Party(ies) and address(es) FARMERS NATIONAL BANK OF MD 5 CHURCH CIRCLE ANNAPOLIS MD 21401	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	---	---

LIBER 457 PAGE 177

4. This statement refers to original Financing Statement bearing File No. 245474
Filed with Anne Arundel County Date Filed 20 December 19 82

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

MARATHON TITLE COMPANY
9101 CHERRY LANE STE. 204
LAUREL, MD 20708
Mills • Brady 88-4466
No. of additional Sheets presented:

By: Danna J. Steves
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECORD FEE 10.00
MISTAKE
09/09/88

1056

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Irish Creame
Address 3820-B Mountain Road Pasedena, Md 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Rd Suite 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment Cost: \$4950.00
Tax: \$38.50

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL MORTGAGES, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED SECURITY AGREEMENT AND/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
REC-2570 0033 R04 T10147
09/08/00

(SEE ATTACHED)

(Signature of Debtor)

IRISH CREAME
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)

(Signature of Secured Party)
FIRST INTERSTATE CREDIT ALLIANCE, INC.
F/K/A CREDIT ALLIANCE CORPORATION
Type or Print Above Signature on Above Line

11.00
35.00
46.50

Leasing Service Corporation
 A division of Credit Alliance Corp.
 subsidiary of Interstate Bancorp. 9400 S.W. Barnes Road, Suite 200
 BOOK 532 PAGE 03

(the "LESSOR")
 (503) 297-1408
 Portland, Oregon 97225-6655

LOG NUMBER
 LEASE NUMBER
 73850-1

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (Complete Address)

NAME AND TITLE OF PERSON TO CONTACT:

EQUIPMENT LEASED	
QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., OR OTHER IDENTIFICATION
1	ICE CREAM FREEZER MAKE ELECTRO FREEZE

LOCATION OF EQUIPMENT (IF DIFFERENT THAN LESSEE'S ADDRESS ABOVE): STREET ADDRESS, CITY, COUNTY, STATE, ZIP

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
179.10	12	2149.20	12	179.10	
(PLUS SALES TAX IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)		(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or _____ whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: <i>Orangpung</i>	LESSEE (FULL LEGAL NAME) 3201 S. HARBATH RD PORTLAND, OR 97222	DATE EXECUTED BY LESSEE 7/20/88
DATE: 7/22/88		
LESSOR: Leasing Service Corporation	<i>Barbara Bugg</i> Agent VICE PRESIDENT	<i>Bar R. Stanford</i> President PCC
BY:		

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

Bar R. Stanford (L.S.) (Guarantor) _____ (L.S.) (Guarantor)
Barbara Bugg (L.S.) (Guarantor) _____ (L.S.) (Guarantor)

LEASE COPY

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, to the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair; or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this Lease; (ii) an amount equal to twenty percent of the cost of said item; and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (ii) and (iii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and, for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above; (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereinbelow, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within the three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
JOHN SAMUEL SHEAFFER
#33 WAYSONS MOBILE HOME PAR
LOTHIAN, MARYLAND 20711

2. Secured Party(ies) Name(s) and Address(es)
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MARYLAND 20613

3. The Debtor is a transmitting utility

4. For Filing: RECORD FEE No. Filing 0100

POSTAGE .50

8300870 0055 R04 T14138

05/08/88

5. This financing statement covers the following types (or items) of property

1988 HAMPSHIRE 2211-0848X
56X 14 SKYLINE

6. Assignee(s) of Secured Party and Address(es)

Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

Products of the Collateral are also covered

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

JOHN SAMUEL SHEAFFER

SANDRA LYNN SHEAFFER

Signature(s) of Debtor(s)

Crescent Financial, Inc.

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

(1) Filing Officer Copy - Numerical

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name, First) and Address(es)
Oguz Turgut - Co Buyer
Sudduth, C. Scott
1648 Albermarle Drive
Crofton, Maryland 21114

2 Secured Party(ies) and Address(es)
Baltimore Mack Trucks, Inc
610 Nursery Road
Linthicum, Maryland 21090

3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
RECORDED CROSS INDEXED 11:47
09/08/88

4 This financing statement covers the following types (or items) of property:
(1) 1988 Mack RD690S VIN# 1M2P198C2JW003412 w/
14' Aluminum Dump Benson Body Serial# 89-94

DOCUMENT NOT SUBJECT TO RECORDATION AX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp.
P.O. Box "A"
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

1345764

C. Scott Sudduth
Oguz Turgut

Baltimore Mack Trucks, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

Filing Officer Copy -- Alphabetical 12.00

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE JHS Construction, Incorporated
(Name or Names)
7509 Connelley Drive Suite F Hanover, MD 21076
(Address) CFSL 2918

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Chesapeake Federal Savings and Loan Association
(Name or Names) Baltimore, Maryland 21234
(Address) 2001 E. Joppa Road

4. This financing Statement covers the following types (or items) of property:
1-Amdek 286A 12MHZ 40MB Computer; 1-Rampage 286 512-2MB Memory Expansion Board; 1- Entre Multi Color Monitor; 1- Dual Video Adapter; 1-Okidata ML-393 Printer; 54-256K Memory Chips; 2- Ethernet NIC Cards; 1-Surge Protector; 1- Software Shop Multi-User; 1- Novell ELS Network Software; 1- Q&A Database.

RECORD FEE 1.00
POSTAGE .50
REC-940 0055 104 T14451
09/09/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
JHS Construction, Incorporated CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: James H. Selfridge (Title) By: Brian G. Connelly manager (Title)
James H. Selfridge (Title) Brian G. Connelly (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to:
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1100
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1215.23

If this statement is to be recorded in land records check here.

This financing statement Dated 08-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DOUGLAS WIGGINS
Address 1803 LASALLE PL SEVERN MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 9418 ANNAPOLIS RD
LANHAM MD 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 09-05-89

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

*Clarinet, saxophone
Guitar, panasonic stereo*

RECORD FEE 11.00
RECORD TAX 1.03
POSTAGE .50
RECEIVED 0855 R04 T11119
08/31/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.00
10.50
.50
2.00

Douglas Wiggins
Signature of Debtor
DOUGLAS WIGGINS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Susan Mathews
(Signature of Secured Party)

(Signature of Secured Party)

Susan Mathews

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded
in land records check here.

This financing statement Dated 8-31-88 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name NRL Inc. T/A Vizzini's
Address 7161 B & A Blvd., Ferndale, Md. 21061

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1) 1712-1 Scale
One(1) 161712 Chtdom Chute

RECORD FEE 11.00
POSTAGE .50
SERIAL NO 0033 R04 T10434
09/01/88
W

Annapolis # 133771

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
1.50

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

NRL Inc. T/A Vizzini's
Type or Print Above Name on Above Line

Alice J. Grigsby Attorney in Fact
(Signature of Debtor) Alice J. Grigsby

NRL Inc. T/A Vizzini's
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Alice E. Swater
Type or Print Above Signature on Above Line

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506

Page No. 168

Identification No. 265158

Dated December 16, 1986

1. Debtor(s) { John M. and Ada B. Brown
Name or Names—Print or Type
859 Woods Road, Pasadena, MD 21122 (A.A.Co.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

13.00
5.00

RECORD FEE 13.00
POSTAGE .00
POSTAGE .50
265158 0055 204 115144
09/01/88

Dated: AUG. 12 1988

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478

Page No. 479

Identification No. 254208

Dated October 18, 1984

1. Debtor(s) { Clifford E. and Sybil L. Hawley
Name or Names—Print or Type
7490 Montevideo Court Jessup, MD 20794 (A.A.Co.)
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

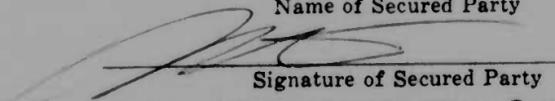
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

13⁰⁰
50

RECORD FEE 13.00
POSTAGE .50
#200890 C055 R04 T15144
01/20/88

Dated: AUG. 12 1988

Sears, Roebuck and Company
Name of Secured Party


Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 149
Identification No. 258241 Dated August 30, 1985

1. Debtor(s) { Charles W. and Rosemary E. Hobbs
Name or Names—Print or Type
8458 Bedford Road, Pasadena, MD 21122 (A.A.Co.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

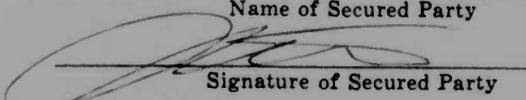
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

13.00

RECORD FEE 13.00
POSTAGE .50
#320350 0055 ROW T15 45
09/06/88
E

AUG. 12 1988

Dated: _____ Sears, Roebuck and Company
Name of Secured Party


Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 468 Page No. 439
Identification No. 250180 Dated December 22, 1983

1. Debtor(s) { Pearl M Kerns
Name or Names—Print or Type
528 Bruck Avenue, Odenton, MD 21113 (A.A.CO.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
POSTAGE .30
#203060 C055 104 115/15
01/11/88

13.00

Dated: AUG. 12 1988 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506

Page No. 192

Identification No. 265233

Dated December 16, 1986

1. Debtor(s) Stawas
 { Stanley P. and Billie Ann Owens
 Name or Names—Print or Type
1172 Stiarna Court, Arnold, MD 21012 (A.A.CO.)
 Address—Street No., City - County State Zip Code

MAIL TO: Sears, Roebuck and Company
 2. Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

13.00
50

RECORD FEE 13.00
 POSTAGE .50
 RECORDS CLERK ROOM 715145
 09/01/88

Dated: AUG. 12 1988

Sears, Roebuck and Company
Name of Secured Party


Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466 Page No. 471
Identification No. 249400 Dated October 19, 1983

1. Debtor(s) { William V. and Dorothy M Swigent
Name or Names—Print or Type
8007 Outing Avenue, Pasadena, MD 21122 (A.A.CO.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

13.00
50

RECORD FEE 13.00
POSTAGE .50
MD3000 C055 R04 T10445
08/08/88

Dated: AUG. 12 1988
Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Intercap Graphics Systems Inc.
Address 116 Defense Highway 4th Floor Annapolis, Maryland 21401 (Anne Arundel)

2. SECURED PARTY

Name contel Credit Corporation
Address 64A Perimeter Center East, Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 8MB RR 19 Mono 327MB WS Cust Part S/N 0707789 817AA8947
810S0011 811S00037
821G0042

Name and address of Assignee
RECORD FEE
\$231.00 0055 R04 T10420
09/11/03

- 1 Peripheral Box 60MB Tape
- 1 2-User SOS RTU License
- 1 Sunos/Dev Tlkt S/W & Man Tape
- 1 Sun Fortran Sun386i, 1/4" w/docs
- 1 4MB Dktp 19" Color WS Pkg
- 1 2-User SOS RTU License
- 1 Tapes & Docs DOM 1/4" 68020
- 1 Sun Fortran Sun3, 1/4" w/docs

- 1 Sun386i OS S/W & Manuals/Disk
- 1 Update to SRL-A-12

CONDITIONAL SALES CONTRACT-
EXEMPT FROM RECORDATION TAX

Lease 01001-0120432-00500

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Intercap Graphics Systems Inc.

X *Pamela Ayres*
(Signature of Debtor)

Pamela Ayres Vice President of Finance

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Contel Credit Corporation

May Ling Liu
(Signature of Secured Party)

MAY LING LIU

Type or Print Above Signature on Above Line

11.00

274460

BOOK 532 PAGE 17

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
LaRoche Industries Inc.	Perimeter 400 - Center Two	1100 Johnson Ferry Road, N.E.	Atlanta,	Georgia 30342

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BT Commercial Corporation	Suite 3600,	133 Peachtree Street, N.E.	Atlanta,	Georgia 30303

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

The types or items of property covered by this financing statement are described on Exhibit A attached hereto and incorporated herein by reference.

To be filed with Clerk of the Circuit Court of Anne Arundel County, Maryland

RECORD FEE 13.00
POSTAGE .50
#276440 C237 R02 T08:44
09/09/88

Number of additional sheets presented: 2

RETURN TO: JUDY J. ROLAND
KING & SPALDING
2500 TRUST COMPANY TOWER
ATLANTA, GEORGIA 30303

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~XXXXXX~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

LAROCHE INDUSTRIES INC.

BT COMMERCIAL CORPORATION

[Signature]

(Corporate, Trade or Firm Name) (Seal)
[Signature]

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

13⁰⁰



Exhibit "A" to Financing Statement

DEBTOR: LAROCHE INDUSTRIES INC.

SECURED PARTY: BT COMMERCIAL CORPORATION

The following types or items of property, wherever located, whether now owned or hereafter acquired by Debtor, or in which Debtor now has or hereafter acquires any rights:

(a) all of Debtor's accounts, chattel paper and instruments, as such terms are defined in Article IX of the Uniform Commercial Code ("Accounts");

(b) all of Debtor's inventory, documents and documents of title relating to inventory, as such terms are defined in Article IX of the Uniform Commercial Code, of whatsoever kind or nature, including, without limitation, all raw materials, all work in process, all finished goods and materials used or consumed in Debtor's business, and all wrapping, packaging, advertising and shipping materials, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof ("Inventory");

~~(c) all of Debtor's equipment and fixtures, as such terms are defined in Article IX of the Uniform Commercial Code, including, without limitation, all machinery, vehicles, furniture and trade fixtures, and all attachments, accessories and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions therefor and replacements thereof ("Equipment");~~ *RAH*

(d) all of Debtor's general intangibles, as such term is defined in Article IX of the Uniform Commercial Code, including, without limitation, all causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, leases, claims under insurance policies (including specifically, but without limitation, business interruption insurance and insurance on the property described herein), rights to indemnification (including specifically, but without limitation, all such rights of Debtor under the Asset Purchase Agreement, dated as of April 30, 1986, between Debtor and USX Corporation, f/k/a United States Steel Corporation, a Delaware corporation), and all other intangible personal property of Debtor of every kind and nature (other than Accounts) ("General Intangibles");

EXTRA EX. "A" RETURNED
STAMP-DATED

(e) all property of Debtor subject to or referred to in, or accompanying any draft drawn under, any and all commercial or standby letters of credit issued at the request of Debtor and for the payment of which Secured Party has incurred or may incur any debt, liability or obligation, including, without limitation, all trust receipts, instruments and documents of title, insurance policies and certificates of insurance (the "Letter of Credit Documents");

(f) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party or any of Secured Party's affiliates or participants, from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's balances, sums and credits with, Secured Party or any of Secured Party's affiliates or participants at any time existing;

(g) all of Debtor's right, title and interest and all of Debtor's rights, remedies, securities and liens, in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account Debtor, and credit and other insurance;

(h) all of Debtor's right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all returned, reclaimed or repossessed goods;

(i) all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts, Inventory, Equipment, General Intangibles or Letter of Credit Documents; and

(j) all products and proceeds of the foregoing, in any form, including, without limitation, any insurance proceeds or other claims against third parties for loss or damage to or destruction of any or all of the foregoing.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Papa Joe's Inc.

Address 75 Mayo Road, Edgewater, MD 21037 (Anne Arundel County)

2. SECURED PARTY

Name Contel Credit Corporation

Address 64A Perimeter Center East, Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 Pizza Ovens CTX-70 208/230-3
- 1 Star Prep Table Model DTA-67
- 1 Custom Components Exhaust System Model 8x4
- 1 Penn Exhaust Fan Model TM630
- 1 Custom Components Make-up Air System Model 24x24

Name and address of Assignee
 RECORD FEE 11.00
 RECORDING COST 104.74
 05/16/83

CONDITONAL SALES CONTRACT
EXEMPT FROM RECORDATION TAX

#0123596-100

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PAPA JOE'S INC.

Michael P. Ricci

(Signature of Debtor)

MICHAEL P. RICCI
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

May Ling Liu

(Signature of Secured Party)

MAY LING LIU
Type or Print Above Signature on Above Line

BOOK 532 PAGE 20

BOOK 532 PAGE 21

274462

No. of Additional Sheets Presented		3 <input type="checkbox"/> The Debtor is a transmitting utility	
Party(ies) Name(s) and Address(es)		4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 #203380 0040 R04 T09:26 08/07/88 C Md.	
LADY LESLIE, INC. 595 Revell Highway Annapolis, Maryland 21401		SHOPPERS CHARGE ACCOUNTS 574 SUMMIT AVENUE JERSEY CITY, NEW JERSEY 07306	
5 This Financing Statement covers the following types (or items) of property: All retail charge account(s), charge sale(s), instruments, chattel paper, contract rights, accounts, accounts receivable, retail credit agreements, accounts, and customer accounts presently existing or hereafter created and all documents of any kind and nature evidencing any of the aforesaid presently existing or hereafter created. This filing shall also be deemed to include all future advances.		6 Assignee(s) of Secured Party and Address(es)	
NOT SUBJECT TO RECORDATION TAX. XXX Proceeds of the Collateral are also covered		7 <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)	
8 Describe Real Estate Here		9 Name of a Record Owner	
<input type="checkbox"/> This statement is to be indexed in the Real Estate Records			
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
LADY LESLIE INC. By <u>Danny Parella</u> Signature(s) of Debtor(s)		SHOPPERS CHARGE ACCOUNTS By <u>Bernard Eickert</u> Signature(s) or Secured Party(ies)	

(2-88)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Philip L. Turnbaugh, Jr., Individually and T/A P & D Cores
2019 Orchard Avenue, Jessup, Maryland 20794

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration, an Agency of the U.S. Government
10 N. Calvert Street, 3rd Floor, Baltimore, Maryland 21202

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired and proceeds.

Contract rights, including after acquired and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 12.00
POSTAGE .50
BOOKS TO COME RM 107427

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____ 09/10/86

5. This transaction is is not exempt from the recordation tax.
Principal amount of the Debt is \$25,000.00 plus interest.

DEBTOR:

Witness: Kendra Woodderlin Philip L. Turnbaugh, Jr.
Philip L. Turnbaugh, Jr., Individually
and T/A P & D Cores

12.00
50

AFTER RECORDATION RETURN TO: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202

91

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Joann Louise Spittle
Lot #44 Wayson's MHP.
Lothian, Md. 20711

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1989 Colony Park Manor, 56X14, 2Br., serial #03CPM11271

RECORD FEE 11.00
6203420-0040 104 109 111
09/09/88

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

11.00

Joann Louise Spittle

Signature of Debtor if applicable (Date) 9-2-88

Kelly Black 9/2/88

Signature of Secured Party if applicable (Date)

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Linda Susan Floyd
Lot #7 Wayson's MHP.
Lothian, Md. 20711

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

RECORD FEE 11.00

#203430 0010 104 109133

09/08/88

W

Description of collateral covered by original financing statement

1989 Forest Park, 56X14, 2Br., serial #03FP11232

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Linda Susan Floyd
Signature of Debtor if applicable (Date)

9-2-88

1100

Kelley R. Black 9/2/88
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility		
1 Debtor(s) (Last Name First) and Address(es) THOMAS B. GOLDSBOROUGH 8 BOONE'S DRIVE LOTHIAN, MARYLAND 20711		2 Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MARYLAND 20613		4 For Filing Officer Date Time No Filing Office RECORD FEE 7.1.00 POSTAGE 09/05/88 10:38	
5 This Financing Statement covers the following types (or items) of property 1980 169903 60X 14 SCHULT Rooms To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.			6 Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401		
<input checked="" type="checkbox"/> Products of the Collateral are also covered.		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here		9 Name of a Record Owner			
No & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State				11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By THOMAS B. GOLDSBOROUGH <i>Thomas B. Goldsbrough</i> Signature(s) of Debtor(s)		By Crescent Financial, Inc. <i>Debra L. Haughe</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			
(3/83) 11.00 (1) Filing Officer Copy - Numerical		STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

274467

BOOK 532 PAGE 26

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) PATTISON GEORGE J. 1881 SHANNON-D-CIRCLE SEVERN MD 21144	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL RH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 11.00 #203460 0040 R04 TOP:38 09/09/88	
5 This Financing Statement covers the following types (or items) of property 1980 MORRIS -0- 14 X 70 SERIAL # NORNT4110097 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals of the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here.	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
PATTISON GEORGE J.		PROFESSIONAL RH BROKERS	
By <u>George J. Pattison</u> Signature(s) of Debtor(s)		By <u>[Signature]</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

(3/83)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
United Radio Service, Inc.

 (Name)
6818 Ft. Smallwood Road

 (Address)
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Linda Groves

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00
 POSTAGE .50
 MARYLAND COMPTROLLER OF TAXES
 08/09/88

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Vincent L. Bailey (Seal)
 _____ (Seal)
 (Signature)
Vincent L. Bailey, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
Robert E. Curry (Seal)
 _____ (Seal)
 (Signature)
Robert E. Curry, Vice Pres.

 (Print or Type Name)

11.00
.50

STATE OF MARYLAND

BOOK 532 PAGE 28

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266154

RECORDED IN LIBER 508 FOLIO 395 ON Feb. 11, 1987 (DATE)
266154

1. DEBTOR

Name Cusimano & sons, Inc.
Address 601 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Contel Credit Corporation
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#203490 0340 R04 109:41
09/09/88

10.00
50

Dated August 19, 1988

Deborah Fluette
(Signature of Secured Party)

Deborah Fluette, C.S.R.
Type or Print Above Name on Above Line



MARYLAND NATIONAL BANK
 We want you to grow.SM

5000 532 PAGE 29

274469

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Lewis C. Reed d/b/a/ Reed Construction Co. Address(es) Box 870 Burley Cove Rd. Glen Burnie, MD 21061

6. Secured Party Maryland National Bank Address P. O. Box 17068 Baltimore, MD 21203
 Attention Retail Finance Dept.

RECORD FEE 12.00
 POSTAGE .50
 RETURN TO 104 TIO 10/29
 07/29/03

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Lewis C. Reed (Seal)
 Lewis C. Reed

Secured Party
 Maryland National Bank
Betty J. Hinton (Seal)
 Betty J. Hinton, Branch Officer

____ (Seal)
 ____ (Seal)
 ____ (Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

9/2.00

Schedule A

1982 Ford Truck Crane on Truck Body 12 1/2 ton Model 656

Truck Model 9000 Serial #1FDYU80U9CVA26947

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 41,000.00 (Loan amount \$275,000.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Pasadena Furniture and Appliance Co., Inc
(Name)
** 2926 Mountain Road
(Address)
Pasadena, Maryland 21122

Attn: Mary Jane McDonough
(Name of Loan Officer)
40 W. Chesapeake Avenue, Suite 308
(Address)
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE	11.00
RECORD TAX	287.00
POSTAGE	.50

11.00
287.00
50

SEE EXHIBIT A

Record Owner, if different from the Debtor: _____

RECORD 1040 R04 110418
09/09/88

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Pasadena Furniture and Appliance Co., Inc.
(Seal)
By: John R. Kenney, Jr. (Seal)
(Signature)
John R. Kenney, Jr., President
(Print or Type Name)

DEBTOR (OR ASSIGNEE)

(Seal)

(Signature)

(Print or Type Name)

** 8213 Cloverleaf Drive
Millersville, MD 21108

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION TAX IN THE AMOUNT OF \$ 287.00 WAS PAID TO Anne Arundel (McCraw) COUNTY ON 9-2-88

David Beck
AUTHORISED SIGNATURE

EXHIBIT "A"

BOOK 532 PAGE 32

Property described in a Deed recorded in Liber 1799 at Folio 326 among the Land Records for Anne Arundel County, Maryland and having a street address at 2926 Mountain Road, Pasadena, Maryland and owned by John R. Kenney, Jr. and Margaret R. Kenney.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 41,000.00 (Loan amount \$275,000.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Pasadena Furniture and Appliance Co., Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Mary Jane McDonough (Name of Loan Officer)
** 2926 Mountain Road	40 W. Chesapeake Avenue, Suite 308
(Address)	(Address)
Pasadena, Maryland 21122	Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 14.00
 REC3719 0040 104 110419
 07/27/88

SEE EXHIBIT A

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Pasadena Furniture and Appliance Co., Inc. (Seal)	_____ (Seal)
By: <u>John R. Kenney, Jr.</u> (Seal)	_____ (Seal)
(Signature)	(Signature)
John R. Kenney, Jr., President	_____
(Print or Type Name)	(Print or Type Name)

** 8213 Cloverleaf Drive
 Millersville, MD 21108

14.00

EXHIBIT "A"

Property described in a Deed recorded in Liber 1799 at Folio 326 among the Land Records for Anne Arundel County, Maryland and having a street address at 2926 Mountain Road, Pasadena, Maryland and owned by John R. Kenney, Jr. and Margaret R. Kenney.

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of
Pasadena Furniture and Appliance Co., Inc. ("Debtor") show

the following values for property which secures a total debt of

\$ 275,000.00 (A) to The First National Bank of Maryland.

\$ 849,306.50 (X) Value of inventory, contract rights
 and other exempt property

\$ 999,710.08 (Y) Total value of all property
 covered by financing statement

(X) + (Y) = 85 (B) %

Therefore, the amount of debt exempt from recordation tax is com-
 puted as follows, in accordance with the advice of the Maryland
 Attorney General's Office:

\$ 275,000.00 (A) x 85 (B) % = \$ 234,000.00 (C)

and the total amount of debt subject to tax upon the filing of
 financing statements submitted herewith, is \$ 41,000.00.

(\$ 275,000.00 (A) - \$ 234,000.00 (C))

Pasadena Furniture and Appliance Co., Inc.
 (NAME OF DEBTOR)

By: John R. Kenney, Jr. Pres. (SEAL)
 John R. Kenney, Jr., President

Date: July 29th, 1988

For use when the recordation tax calculation considers
 both the values of taxable and non-taxable collateral.
 The information required must be provided and the
 certificate must be executed by the borrower (debtor).

FINANCING STATEMENT

1. _____ To Be Recorded in the Land Records of Anne Arundel County, Maryland.
2. X To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland.
3. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
4. _____ Recordation Tax has been paid on the principal amount of \$100,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
Vincent J. Aversa, Jr. and Carol S. Aversa	771 Brushwood Court Millersville, Maryland 21108

6. Secured Party	Address
THE ANNAPOLIS BANKING AND TRUST COMPANY	Church Circle Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Mortgage dated September _____, 1988, from Debtor(s) to the Annapolis Banking and Trust Company, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements

14

thereon located, whether said accounts receivable are now in existence or hereafter created.

WITNESS:

William H. Beck
William H. Beck

DEBTORS SIGNATURES:

Vincent J. Aversa, Jr. (SEAL)
VINCENT J. AVERSA, JR.

Carol S. Aversa (SEAL)
CAROL S. AVERSA

ATTEST:

James L. Manis

SECURED PARTY SIGNATURES:

THE ANNAPOLIS BANKING AND TRUST COMPANY

BY: *John M. Suit, II*
JOHN M. SUIT, II

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON, SNIDER & GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

EXHIBIT "A"

BEGINNING for the same and being known and designated as Lot numbered 5, in a subdivision known as "Crofton Village Green", as shown on a plat of subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 49 at page 46 as Plat No. 2671 and amended by plat of subdivision recorded in Plat Book 56 at page 39 as Plat No. 3014.

TOGETHER with reciprocal easements for parking, ingress and egress established by a Declaration dated October 16, 1973 and recorded November 8, 1973 in Liber 2635 at folio 776 among the Land Records of Anne Arundel County, Maryland.

↓
LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

Financing Statement for Secretary of State - Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Manfred Meyer & Associates, Inc. 2420 Elmhurst Road Elk Grove, IL 60007*	2 Secured Party and Address First Wisconsin National Bank of Milwaukee Suite 200 622 North Cass Street Milwaukee, WI 53202	RECORD FEE 11.00 #179020 0777 R03 T11:21 09/09/88
4 This Financing Statement covers the following types (or items) of Property (Collateral) See Exhibit A for Collateral description. *Debtor and Debtor's Collateral Also Located At: 809 North Barkwood Court Baltimore, MD Linthicum Heights, MD 21090 THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAX. Baltimore, MD Anne Arundel Cnty., MD <small>Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/></small>		3 No. of Additional Sheets Presented 5 Assignee of Secured Party and Address
6 "Continuing Business Relationship" under S 409.404(1)(c) Wis. Stats. exists if checked <input checked="" type="checkbox"/>		
7 MANFRED MEYER & ASSOCIATES, INC. SIGNATURE OF DEBTOR _____ TITLE _____ SIGNATURE OF DEBTOR _____ TITLE _____ SIGNATURE OF DEBTOR _____ TITLE _____ SIGNATURE OF DEBTOR _____ TITLE _____	8 FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE SIGNATURE OF SECURED PARTY OR ASSIGNEE _____ TITLE _____ Signature of Secured Party permitted in lieu of Debtor's signature: (1) Collateral is subject to a security interest in another jurisdiction, and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral is brought into this state, <input type="checkbox"/> Debtor's location was changed to this state. (2) For other situations, see s 409.402(2), Wis. Stats.	

(1) Filing Officer Copy - Alphabetical

1100

EXHIBIT A

All of the following whether now owned or existing or hereafter created or acquired, wheresoever located, together with all additions and accessions and all proceeds and products thereof:

- 1) All Debtor's accounts, instruments, drafts, notes, acceptances, chattel paper, general intangibles (including without limitation, all goodwill, patents, trademarks, trade names and franchises), all contract rights, all personal property received as returns and repossessions, all other forms of receivables, any tax refunds of any form.
- 2) All inventory, including all goods held for sale, lease or demonstration, or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials and supplies used or consumed in Debtor's business, and documents evidencing inventory.
- 3) ~~All equipment and fixtures, all spare and repair parts, all tools and all appurtenances.~~
- 4) Any proceeds of credit or other forms of insurance coverage on any of the foregoing.
- 5) All books and records of Debtor pertaining to all of the foregoing.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Emmerich, Harry D. 4776 Solomons Island Road Harwood, Maryland 20776	2. Secured Party(ies) and address(es) Hesston Corporation P.O. Box 4000 Hesston, Kansas 67062	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .00 #177890 0777 R03 T11:11 09/09/88 POSTAGE .50 #177890 0777 R03 T11:12 09/09/88
--	--	---

4. This statement refers to original Financing Statement bearing File No. 145110 527-552
 Filed with Anne Arundel Co., MD Date Filed 6/7/88 1988

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Please amend debtor to read as follows:
 EMMERICH, H. Dorsey
 4776 Solomons Island Road
 Harwood, Maryland 20776

SIGN HERE

By: <u>H. Dorsey Emmerich</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)	No. of additional Sheets presented: _____ HESSTON CORPORATION By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	--

BOOK 532 PAGE 42

274476

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) XXXXXXXXXXXXXXXXXXXXLESSEE Crown Central Petroleum Corporation One North Charles St Baltimore, MD 21203	2. Secured Party(ies) and address(es) XXXXXXXXXXXXXXXXXXXXLESSOR American Finance Group Exchange Place Boston, Ma 02109	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #177850 0777 R03 T11:10 09/09/88

7. This financing statement covers the following types (or items) of property:
 All Lessee's interest in and to those items of Equipment leased by Lessee from Lessor as assignee of Oxford Capital, Incorporated pursuant to Lease Schedule 882040-000, consisting of Point of Sale Terminals, including all additions, replacements, accessories, substitutions and improvements of the Lessee at: 1 North Charles St, Baltimore, 6000 Pennington Ave, Baltimore, MD. This filing is for informational purposes only as this is a Lease.

Filed With: Clerk of Circuit Court, Anne Arundel County, Annapolis, MD

Products of Collateral are also covered.

CROWN CENTRAL PETROLEUM CORPORATION	AMERICAN FINANCE GROUPXXXXXXXXXXXXXXXXXXXXLESSEE..... <i>R.M. Frenbly</i> Signature(s) of Debtor (Or Assignor)XXXXXXXXXXXXLESSOR..... <i>Ellen Waters</i> <i>Auth Stone</i> Signature(s) of Secured Party (Or Assignee)
--	---	---

1

4

fi

8

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented 0

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
Dar 1985, Ltd.
40 Maryland, Rt. 3 North
P.O. Box 139
Millersville, MD 21108

2 Secured Party(ies) Name(s) and Address(es)
Bank of Lancaster County, N.A.
Center Square
Strasburg, PA 17579

4 For Filing Officer Date, Time, No. Filing Office
RECORD FEE 11.00

5 This Financing Statement covers the following types (or items) of property
All inventory used or consumed in debtor's business and all accounts receivable, contract rights, chattel paper, general intangibles and rights to payment of every kind, whether now owned or hereafter acquired, or arising out of the business of the debtor and all books and records relating thereto; together with all products and proceeds (both cash and non-cash). All equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements, attachments, betterments and proceeds thereof.
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)
POSTAGE .50
#177810 0777 R03 11:07
09/08/89

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Dar 1985, Ltd.
By *[Signature]*
Signature(s) of Debtor(s)

Bank of Lancaster County, N.A.
By *[Signature]* A.V.P.
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL
(3/83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

11.50

L-005A

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any): 8/3/93

1 Debtor(s) (Last Name First) and Address(es)
Homberg, Warren D., Sr.
1677 Forest Dr.
Annapolis, MD 21403

2 Secured Party(ies) and Address(es)
Kenworth of Baltimore, Inc.
706 Pulaski Hwy.
Joppa, MD 21085

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
#177630 0777 R03 T10:55
09/09/88

4 This financing statement covers the following types (or items) of property:
1988 Aluminum Ti-Brook Dump Body, 14'6" L x 60"x6" H x
95 1/2" W, serial #88-8730 attached to
1988 Kenworth T800, serial #1NKDL20X4JJ514445

5 Assignee(s) of Secured Party and Address(es)
First Interstate Credit
Alliance, Inc.
500 DiGiulian Blvd.
Glen Burnie, MD 21061

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

By: Warren Homberg
Signature(s) of Debtor(s)

By: Charles H. New
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy-Alphabetical

8866-88

BOOK 532 PAGE 46

274480

Not to be recorded in
Land Records

Subject to Recordation
Tax:
Principal Amount is:
\$128,000.00

The appropriate amount of documentary stamps are affixed to a
Deed of Trust recorded or to be recorded among the Land Records
of Baltimore County and given as additional security in
the same loan.

Date: August 31, 1988

FINANCING STATEMENT

RECORD FEE 13.00
POSTAGE .50
#171390 0777 R03 T10:28
09/09/88

1. Debtor:
Kevin M. Kaler

Address:
1919 Brady Avenue
Baltimore, Maryland 21227

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike
Ellicott City, MD 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all good and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or

LAW OFFICES OF
ARNOLD, BEAUCHEMIN & TINGLE, P.A.
LOWER LEVEL, SUITE B
9005 CHEVROLET DRIVE
ELLCOTT CITY, MARYLAND 21043
465-1110

135.50

hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

Kevin M. Kaler (SEAL)

Kevin M. Kaler

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

(SEAL)

BY: Charles C. Holman
CHARLES C. HOLMAN
EXECUTIVE VICE
PRESIDENT

BOOK 532 PAGE 48

Exhibit "A"

BEING KNOWN AND DESIGNATED as Lot No. 43, as shown on Plat No. 4 of Chelsea Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 20, folio 40.



Financing Statement

BOOK 532 PAGE 49

274481

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other ~~Baltimore City~~ Anne Arundel County

1. Debtor(s) Street City State
 EDI Integration Corporation 1302 Concourse Dr. Linthicum, MD 21090

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 11.00
 POSTAGE .50
 #172400 0377 R03 710:29
 09/09/88

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND
 By: [Signature]
 Type Name Carol J. Marple
 Title Vice President

Debtor(s) or Assignor(s)
EDI Integration Corporation
 By: [Signature]
Joseph G. Carley, President

 Type or Print Name and Title of Each Signature

1750



Financing Statement

BOOK 532 PAGE 50

271482

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 54,810.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince Georges County
- Other Anne Arundel

NAME	ADDRESS
1. Debtor(s)	City State

Baldwin Service Center, Inc.
41 Defense Highway
Annapolis, Md. 21401

2. Secured Party:

SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

RECORD FEE 11.00
RECORD TAX 355.00
POSTAGE .50
#177410 C777 R03 T10:29
09/09/88

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Baldwin Service Center, Inc.

By: Jeffrey D. Dunaway

By: F. Gregory Baldwin Pres.

Type Name Jeffrey D. Dunaway

F. Gregory Baldwin, President

Title Assistant Vice President

Type or Print Name and Title of Each Signature

11-
385-
50

Baldwin Service Center, Inc.

BOOK 532 PAGE 51

Schedule A

1 Benati Crawler Loader S/N # 716160, w/oper. cab & front bucket

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A.B. Kelley Corporation
Address 3850 Chaneyville Rd., Owings, MD 20736

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 207
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Okidata Microline M262 Printer, s/n 603A 0018254, parallel printer interface, parallel printer cable; Northwestern Bell Faxline, s/n 1GX0539-A; Two (2) Data General laptop computers, Model 2 S, s/n Q 0033544 & Q 0033520; Three (3) Blue Chip, s/n ACT17001923, ACT17005268, _____; One (1) each Tower 386 computer, s/n 386-11106, keyboard monitor, s/n 92610-80218799, 3EN07506, OMNI Key/102 KBD, AT/386-3650 hard driver controller, Mono-14A video card/monitor, FD1.2 floppy drive 5.25, FD1.44 Floppy drive 3.5, 451-0-0000005 miniscribe 3650, Chipset AT second serial set, Tape 60 I internal tape 60 MEG

Name and address of Assignee
#177620 0777 R03 110:55
11.00
.50
09/09/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

EQUIPMENT IS LEASED. NOT SUBJECT TO RECORDATION TAX.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

ALBERT B. KELLEY - Pres
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

L.L. SUMMERS - Pres
Type or Print Above Signature on Above Line

11/80

46513 A.A. Co
11.00
.50
09/09/88

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cherry Hill Construction

Address 8170 Mission Road, Jessup, MD 20794 (Anne Arundel)

2. SECURED PARTY

Name State Equipment Div. of Secorp National Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) L/A A 922 Rubber Tired Excavator
SN 2155

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#177690 0777 R03 T10458
09/09/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
na

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cherry Hill Construction

[Signature]
(Signature of Debtor)

James Openshaw, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment Div of Secorp National Inc.

[Signature]
(Signature of Secured Party)

Glenn S. Conklin, VP & GM
Type or Print Above Signature on Above Line

1780

274485

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Charles E. Marker T/A Marker System
P.O. Box 309 (Name or Names) Severna Park, Maryland 21146

(Address) NFSL 2926
LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings
1844 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

- One - Wyse 2108 Micro Computer, w/Seagate 40 Mb Hard Disk, SCO Xenix Operating System, 1200 Band Modem, & Uniplex II,
- One - Office Automation Software
- One - H.P. Laserjet II Plus Printer

RECORD FEE 12.00
POSTAGE .50
#177750 0777 R03 111:03
09/09/88

Equipment Location: 262 Whistling Pine Road
Severna Park, MD 21146

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Charles E. Marker T/A Marker System
By: Charles E. Marker
Charles E. Marker (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill President
Gordon T. Hill (Title)
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1850 ↑

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497

Page No. 46

Identification No.

Dated March 5, 1986

1. Debtor(s) { JOYCE LANE ASSOCIATES, INC.
 Name or Names—Print or Type
 c/o Mr. Arnold Sagner, P. O. Box 416, Ellicott City, Md. 21043
 Address—Street No., City - County State Zip Code

2. Secured Party { MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
 Name or Names—Print or Type
 2 Hopkins Plaza, Baltimore, Maryland 21201
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00
POSTAGE .50

4. Check Applicable Statement:

#178120 0777 R03 T11:26
09/09/88

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: _____ MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
 Name of Secured Party

 Signature of Secured Party

 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

1550

ANCHOR TITLE COMPANY
 10715 Charter Drive
 Suite 100
 Columbia, MD 21044

EXHIBIT "A"

BEGINNING for the same at a point located South $08^{\circ} 25' 00''$ East 13.41 feet from the end of the second or North $08^{\circ} 25'$ West 445.5 foot line as described in the conveyance from Cyrus N. Joyce, Jr. et al to M. Jeannet Schramm and Louis Schramm, Jr., her husband, by Deed dated December 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber FAM 145, folio 474; said point also being on the easternmost side of the 150 foot right-of-way Governor Ritchie Highway; thence running with and binding on said 150 foot right-of-way, North $25^{\circ} 20' 13''$ West 683.11 feet, to intersect the southernmost side of the 30 foot right-of-way of Joyce Lane, as now surveyed; thence running with and binding along said 30 foot right-of-way, North $56^{\circ} 00' 10''$ East 504.52 feet, to intersect the sixth or North $04^{\circ} 14'$ East 305.4 foot line of said Deed; thence running with and binding along a part of said sixth line, reversely, and along the fifth, fourth, third and part of the second lines of said Deed, South $04^{\circ} 14'$ West 208.76 feet, South $18^{\circ} 04'$ West 215.1 feet, and South $08^{\circ} 29'$ West 237.4 feet; thence South $02^{\circ} 25'$ West 239.0 feet, and South $08^{\circ} 25''$ East 13.41 feet to the place of beginning. Containing in all 3.70 Acres of land, more or less, according to a survey and plat prepared by Anarex, Inc., Registered Professional Land Surveyors, in May, 1977.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$27,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald B. Hall, Sr.
Address 2653 Queen Anne Cr Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle, Annapolis, MD 21401

RECORD FEE 11.00
RECORD TAX 189.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above
09/09/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

IBM AT TURBO 10 MONOCHROME 20 MGS 360K FLOPPY W/1200 BAUDM 101 KEYBOARD,
PC XT 10 FLAT SCREEN MONO 20 MG I/O PORT W/CLOCK & 360 K FLOPPY FOR
COMPACT PORTABLE 286, & KONICA COPIER 5503 W/SORTER BMR S/N 9645032
88/04.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donald B. Hall Sr.
(Signature of Debtor)

Donald B. Hall, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1100
12900

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ ~~48.50~~ 3,000.00

<u>Name of Debtor</u>	<u>Address</u>
TIMOTHY ZANG T/A LAWN DOCTOR	1215 HEARTWOOD CT. ARNOLD, MD. 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) Lawn Doctor Seeder serial #1033

RECORD FEE 13.00
RECORD TAX 35.00
POSTAGE .50
#178230 0777 R03 114:18
09/09/88

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Timothy William Zang
Timothy William Zang, President

Timothy William Zang
Timothy William Zang, Individually

Patricia P. Zang
Patricia P. Zang, Individually

FARMERS NATIONAL BANK OF MARYLAND

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

14.00

19
31.50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT :

Liber 1311

Page No.

Identification No. 228893

Dated October 12, 1979

1. Debtor(s) { George C Serio and Charlotte R Serio
 Name or Names—Print or Type
429 Church Street Brooklyn Md 21225
 Address—Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland
 Name or Names—Print or Type
6704 Curtis Court Glen Burnie Md 21061
 Address—Street No. City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

10 00

RECORD FEE 10.00
 POSTAGE .30
 A304140 0040 R04 708105
 09/12/88
 4

Dated: August 24, 1988

The First National Bank of Maryland
Name of Secured Party

Signature of Secured Party

Melvin Stoler
Type or Print (include Title if Company)

Debtor or Assignor Form

BODY 532 PAGE 60

274433

MARYLAND FINANCING STATEMENT

16-5184

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

16-5184

DEBTOR
BENJAMIN THOMAS DORSEY
SHERRY L. DORSEY
 (Name)
#79 WESTWOOD MHP
 (Address)
7733 TELEGRAPH RD.
SEVERN, A.A. MD. 21144

SECURED PARTY (OR ASSIGNEE)
 First Manufactured Housing Credit C
 Attn: _____
 (Name of Loan Officer)
 P. O. Box 1596
 (Address)
 Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

USED
1972 HOLLY PARK 12'x65'. Used - # 65125037 Mobile home - together with all appliances, equipment, accessories, parts and accessories thereon and therefore and all proceeds, replacements or additions therefore, and all substitutions, all as more fully described in the Manufactured Home Retail Installment Agreement between debtor and secured part.

Anne Arundel County

RECORD FEE 11.00
 POSTAGE .50
 RECORDS COAG R04 T09117
 09/12/88

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
X Benjamin Thomas Dorsey (Seal)
BENJAMIN THOMAS DORSEY (Seal)
 (Signature)
X Sherry Lynn Dorsey
SHERRY LYNN DORSEY
 (Print of Type Name)

DEBTOR (OR ASSIGNOR)
Dwenda Taylor FMHCC (Seal)
 (Seal)
 (Print of Type Name)

11-00
50

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any) 0323406-000

1. Debtor(s) (Last Name First) and address(es)

The Hardware House, Inc.
912 Forest Drive
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

TSC Leasing Corporation
444 Earhart Way
Livermore, CA 94550

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 11.00
RECEIVED 0040 004 109439
09/12/88

4. This statement refers to original Financing Statement bearing File No. 219250
Filed with COUNTY Date Filed 1/7/ 19 88

- 5. **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All Collateral as Contained in Original Financing Statement
Send Acknowledgement to Assignee:
General Electric Capital Corporation
2121 Towne Center Place Suite 220
Anaheim, CA 92806

88-7473
1-14-88

No. of additional Sheets presented:

11.00
By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

TSC Leasing Corporation
By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George G. Cowman, Jr., Inc.

Address 1103 Nicodemus Road Reistertown, MD 21136

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

George G. Cowman, Jr., Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)
LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50
REG-300 5040 RM TOP-52
09/12/88

17.00
.50

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: George G. Cowman, Jr., Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 1103 Nicodemus Road Reistertown, MD 21136

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New 1989 International Model F2574 Dump Truck S/N 1HTZPG3T6KH616519 with Steel Body
**except that there shall be no payments made during the months of February and March of the years 1989, 1990, 1991, 1992 and 1993.
Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

(1) TIME SALES PRICE \$ 111,449.00
(2) Less DOWN PAYMENT IN CASH \$ 100.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 10,000.00
(4) CONTRACT PRICE (Time Balance) \$ 101,349.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1103 Nicodemus Road Reistertown, MD 21136

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred one thousand three hundred forty nine and 00/100***
*****Dollars (\$ 101,349.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 50 monthly installments, commencing on the 2nd day of October, 19 88, and continuing on the same date each month thereafter until paid; *the first 49 installments each being in the amount of \$ 2,026.98 and the final installment being in the amount of \$ 2,026.98

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent of Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: September 1, 19 88

Accepted Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

George G. Cowman, Jr., Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: John Murray Pres.
(Witness as to Buyer's and Co-Maker's Signature)

By: George G. Cowman, Jr., Pres.
Co-Buyer-Maker: George G. Cowman, Jr., Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

309x 532 PAGE 64

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser)_____(L.S.) _____(Guarantor-Endorser)_____(L.S.)
_____(Guarantor-Endorser)_____(L.S.) _____(Guarantor-Endorser)_____(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment; and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19_____(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: _____(Signature: Title of Officer, "Partner" or "Proprietor")
(Witness)

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 1, 1988

between _____, as Seller/Lessor/Mortgagee

and _____
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the uninitiated installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ _____.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of September, 1988.

First Interstate Credit Alliance, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L 5A

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MONIAS, JONATHAN S. DBA: Jonathan Monias-Mac Tool Distributor
Address 6348 Meadowland Drive Dunkirk, MD 20754

2. SECURED PARTY

Name MAC TOOLS, INC. CONTACT CREDIT MANAGER
Address P.O. BOX 370
WASHINGTON C.H., OHIO 43160

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Inventory and all other inventory of the Distributor, whether previously or hereafter acquired from the Company, and all of the Distributor's accounts, accounts receivable, notes, obligations and general intangibles, including those now existing and hereinafter coming into existence, and all parts, products, and proceeds thereof, all additions and accessions thereto, all proceeds of any insurance policies relating thereto, all contract rights with respect thereto (all of which collectively shall be called the "Collateral").

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
#204370 0040 R04 108453
09/12/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12.00
.50

Jonathan Monias
(Signature of Debtor)

JONATHAN S. MONIAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

G. Scott Goen
(Signature of Secured Party)

MAC TOOLS, INC. G. Scott Goen, Credit Manager
Type or Print Above Signature on Above Line

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) HOLLAND CHRISTOPHER C93 CLARK ROAD JESSUP MD 20794		2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1974 SCHULT -0- 14 X 70 SERIAL # E131554 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Office Date: 09/12/88 File No: 2004380 C040 R04 T09:55	
8 Describe Real Estate Here: <input type="checkbox"/> Products of the Collateral are also covered		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9 Name of a Record Owner	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 It appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).		No. & Street Town or City County Section Block Lot	

HOLLAND CHRISTOPHER
By *Christopher Holland* Signature(s) of Debtor(s)

PROFESSIONAL MH BROKERS
By *[Signature]* Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3-83) **11-00**
(1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) POWELL FRANCINE V. 46 RIDGE CHAPEL ROAD HANOVER MD 21076	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4 For Filing Officer Date Time No Filing Office RECORD FEE 1.1.00 #204400 0040 004 709:55 08/12/88	
5 This Financing Statement covers the following types (or items) of property 1985 LIBERTY OAKBROOK 14 X 56 SERIAL # 08L-55136 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input checked="" type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>Francine Powell</u> Signature(s) of Debtor(s)		By <u>DC Davis agent</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	

(3/83)

11.00 (1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

TO BE

RECORDED IN
Chattel Records

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

NOT TO BE

NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s);
(Borrower)

The Martin Pollak Project, Inc.
Name or Names - Print or Type
8046 Jumpers Hole Rd., Pasadena, Md. 21122
Address - Street No., City-County State Zip Code
Name or Names - Print or Type
Address - Street No., City-County State Zip Code

2. Secured Party:

Community Development Administration
Name or Names - Print or Type
45 Calvert St., Annapolis, Md. 21401
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit B

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit A

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 17.00
POSTAGE .50
#341390 C345 R01 T0945P
09/12/88

DEBTOR(s):
(Borrower)

The Martin Pollak Project, Inc.

(Signature of Debtor)

SECURED PARTY:

By: Judith Neall

Type or Print

Judith Neall Administrator
(Signature of Debtor)

Type or Print

Community Development Administration
(Company, if applicable)

Eileen K. Hagan
(Signature of Secured Party)

Eileen R. Hagan Housing Rehabilitation Officer
Type or Print (include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Community Development Agency
45 Calvert Street
Annapolis, Md. 21401

12

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Nos. 69 and 70 as shown on a plat entitled "Plat of Woodholme, Section 2" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 11.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

((h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$405,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Chong Won So and
Chong Im So, his wife,

ADDRESS:

749 Trenton Avenue
Severna Park, Maryland 21146

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

RECORD FEE 14.00

POSTAGE .50

#361840 0155/R01 7/24/20

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

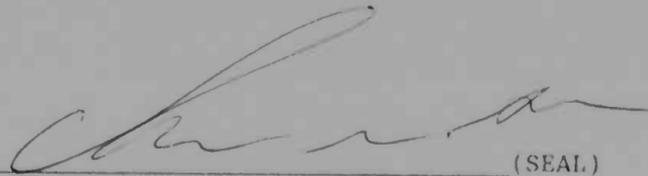
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

09/12/88

1400
②

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOTS 9, 10, 11, 14 & 15, BLOCK 702A, GLEN BURNIE AND LOT 31A, VILLAGE OF SEVERNA PARK and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: September 6, 1988



Chong Won So (SEAL)



Chong Im So (SEAL)

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

SCHEDULE A

30517

PARCEL ONE:

Being known and designated as Lots Nos. 14 and 15, Block 702A, as shown on the plat entitled, "GLEN BURNIE PLAT NO. 7 AND PART OF PLAT NO. 4", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 10, folio 35. Being in the 5th Election District of said County.

PARCEL TWO:

Being known and designated as Lots Nos. 9, 10 and 11, Block 702A, as shown on the plat entitled, "GLEN BURNIE PLAT NO. 7 AND PART OF PLAT NO. 4", which Plat is recorded among the Land Records of Anne Arundel County in Flat Book 10, folio 35. Being in the 5th Election District of said County.

PARCEL THREE:

Being known and designated as Lot No. 31A as shown on the Plat entitled, "THE VILLAGE OF SERVERNA PARK", and recorded among the Plat Records of Anne Arundel County in Plat Book 61, folio 47. Being in the 3rd Election District of said County.

BOOK 532 PAGE 76

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE (If Any) 03JAN92

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
FRANK'S WELL DRILLING, INC
7014 FT SMALLWOOD RD
BALTIMORE MD 21226
520847388 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE IND EQUIP CO
MOLINE, IL

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 44049 526-528

Filed with ANNE ARUNDEL MD Date Filed 03JAN87

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
#179100 0777 R03 115:26
09/12/88

10

TO
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented 02SEP88

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *[Signature]*
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

BOOK 532 PAGE 77

TO BE FILED AMONG THE U.C.C. FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

STATEMENT OF AMENDMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use File No. Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 272358 Date of Filing April 6, 1988 Record Reference Bk 525 page 234 Maturity date (if any)

Table with columns: Name(s) of Debtor(s) or assignor(s), No., Street, City, State. Includes entries for Juvenile Sales Company and Kid's Discount Toy Store, Inc.

CHECK APPLICABLE STATEMENT

- CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, OTHER (checked). Includes descriptions for each option.

RECORD FEE 10.00 POSTAGE .50 #179130 0777 RD3 115-27 09/12/88

CK

The name of one of the original Debtors, Parnes Acquisition Corp., was changed to Juvenile Sales Company pursuant to Articles of Amendment filed April 8, 1988 as Instrument No. 81028075 among the Corporate Records of the Maryland State Department of Assessments and Taxation.

Debtor(s) or assignor(s) JUVENILE SALES COMPANY (formerly known as Parnes Acquisition Corp.) A Maryland Corporation

By: Avner Parnes, President

Secured Party: AMERICAN SECURITY BANK, N.A.

By: [Signature]

Title: VICE PRESIDENT

KID'S DISCOUNT TOY STORE, INC. A Maryland Corporation

By: Avner Parnes, President

1030

CAROLYN B. GREENSPAN, ESQ. SUITE 800 DAVID & WAGNER, P.C. 1120 19TH STREET, N.W., WASHINGTON, D.C. 20036

1449 TERESA LANE ROYAN HANVAH VA 23139

Identification 464 492 248537 500 532 PAGE 78 Dated Aug 15 1983

Dr Alphonzo L Davidson
Name or Names -- Print or Type

1. Debtor(s) 786 Bon Haven Dr (Anne Arundel) Annapolis Md 21401
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party 10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

- A. Continuation
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____
- C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- D. Other: Termination..... XX
(Indicate whether amendment, termination, etc.) TERMINATION

RECORD FEE 10.00
POSTAGE .50
#179170 C777 R03 T15:30
09/12/88

Dated: Sept 1 1988

SEARS, ROEBUCK and CO.

Name of Secured Party

[Signature]

Signature of Secured Party

C.W. Scheer - Credit Central Mgr.

D.J. Reid - Operating Mgr.

10.50

Identification 463 355

BOOK 532 PAGE 79

Dated July 8 1983

248045

Dr Alphonzo L Davidson
Name or Names -- Print or Type

1. Debtor(s)

786 Bon Haven (Anne Arundel) Annapolis Md 21401
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party

10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

- A. Continuation
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective. _____
- B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____
- C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: _____
- D. Other: Termination..... XX
(Indicate whether amendment, termination, etc.) TERMINATION

RECORD FEE 10.00
POSTAGE .50
#179180 C777 R03 T15:34
09/12/88

Dated: Sept 1 1988

SEARS, ROEBUCK and CO.
Name of Secured Party

D.J. Reid
Signature of Secured Party
C.W. Scheer - Credit Central Mgr.
D.J. Reid - Operating Mgr.

1030

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Route #15033
Name 1691 Limited Partnership, T/A Crofton Country Club
Address 1691 Crofton Parkway, Crofton, M.D. 21114

2. SECURED PARTY
Name LeaseAmerica Corp.
Address 4333 Edgewood Road, N.E., Cedar Rapids, IA. 52499

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

25 Yamaha 4 Stroke Gas Golf Cars, Model G2A
J38-076377, J38-076396, J38-076397, J38-076399, J38-076319
J38-076220, J38-076261, J38-078201, J38-076398, J38-076214
J38-076279, J38-076200, J38-076208, J38-076262, J38-076320
J38-076228, J38-076265, J38-075534, J38-075600, J38-076298
J38, 076197, J38-078191, J38-076306, J38-075609, J38-076211, J38-076302

RECORD FEE 12.00
POSTAGE .50
#179310 0777 ROB 115:44
09/12/88

This transaction is a lease and not intended by the parties as a secured transaction. Filing is only intended to make the lease a matter of public record.

Not Subject to Recordation Tax
Equipment lease does not create a security interest
CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

1691 Limited Partnership, T/A Crofton Country Club
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

LeaseAmerica Corp.
Type or Print Above Signature on Above Line

18-5

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 9/2/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald G. Ploss
Address 3930 Germantown Rd. Edgewater, MD 21037

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Dr.
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#179260 0777 R03 115:41
09/12/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- John Deere 1050 Tractor s/n CH10505022694
- John Deere 80 Loader s/n W0080X0001408
- John Deere 31 Post Digger s/n TY0031A002509
- John Deere 603 Rotary Cutter s/n W00608X002324
- John Deere 332 L & G Tractor s/n M00332X479526
- Lindig Q25 Chipper

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donald G. Ploss

(Signature of Debtor)

Donald G. Ploss

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power *TJB*

(Signature of Secured Party)

Outdoor Power

Type or Print Above Signature on Above Line

11.00



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 25,000
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s) Canary Enterprises, Inc. t/a Canary Hearing Aid Center	130 Holiday Ct.,	Annapolis,	Maryland 21401

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or reposessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 12.00
RECORD TAX 175.00
POSTAGE .50
#278980 0237 R02 T09:53
09/13/88

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND By: <u>[Signature]</u> Type Name <u>Thomas A. Holland, III</u> Title <u>Vice President & Area Manager</u>	Debtor(s) or Assignor(s) <u>Canary Enterprises, Inc.</u> <u>t/a Canary Hearing Aid Center</u> by: <u>[Signature]</u> <u>J. Michael Canary, President</u> _____ _____ Type or Print Name and Title of Each Signature
--	--

12.00
175.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE SYSTEMS, INC. , DBA COMPUTERLAND OF ANNAPOLIS
Address WEST STREET AND ROUTE 2 , ANNAPOLIS, MD 21401

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORP.
Address 200 UNICORN PARK DR.
WOBURN, MA 01801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
#204650 0040 704 TOP146
09/13/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Steven Freed
(Signature of Debtor)

STEVEN FREED V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

C. McEachern
(Signature of Secured Party)

C. MCEACHERN
Type or Print Above Signature on Above Line

12-00

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Jeff's Body Shop, Inc.
Name or Names - Print or Type

1. LESSEE(S)

240 West Street, Annapolis, Maryland 21401

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

2-Sunkiss Sprint mono Curing Devise S/N 84-0551
87-FA082

ASSIGNED: SOVRAN BANK
31 Light Street
Baltimore, MD 21202

RECORD FEE 11.00
REC-4600 2040 404 709-53

RECEIVED FOR RECORDING
88 SEP 13 AM 9:52
H. ERLE SCHAFER
CLERK

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) :

LESSOR : L-J Leasing Company

By: [Signature]
Signature of Lessee

By: [Signature]
Signature of Lessor

Jeffrey L. Titus, Owner/PRES
Type or Print

Louise E. Neutze, Mgr.
Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

11-00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM D. AND PATRICIA R. MEYER d/b/a CHUCK WAGON CAFE

Address 2935 Golden Fleece Drive, Pasadena, Maryland 21122

2. SECURED PARTY

Name LSI LEASING, INC.

Address 7837 Old York Road, Elkins Park, PA 19117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

RECORDS FEE 13.00
POSTAGE .50
RECORDED 0040 804 710406
07/13/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
William D. and Patricia R. Meyer
d/b/a Chuck Wagon Cafe

Type or Print Above Name on Above Line

William D. Meyer
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LSI Leasing, Inc.
Type or Print Above Signature on Above Line

13.00
13.50

SCHEDULE A

Schedule referred to in and made part of agreement dated August 22, 1988
 Willaim D. and Patricia R.
 between d/b/a Chuck Wagon Cafe and LSI Leasing, Inc.
LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG., MODEL NO.)	AMOUNT
1 ea.		60 XL VULCAN STOVE WITH 3' GRILL, CONVECTION OVEN, 4 BURNER HOT PLATE, AND REGULAR OVEN	
1 ea.		40 LBS., FRYER VULCAN MODEL 75940	
1 ea.		FRENCH FRY CUTTER MODEL 914 6 SECTION CUTTER	
1 ea.		9' HOOD SYSTEM AND ANSLE SYSTEM	
1 ea.		UNIVEX SLICER MODEL 7512	
1 ea.		HATCO CHICKEN WARMER GRHD-2F	
1 ea.		3 COMPARTMENT SINK	
1 ea.		6X8 WALK IN COOLER WITH SHELVING	
1 ea.		1 DOOR BEVERAGE AIR FREEZER EF24	
1 ea.		DELI CASE	
1 ea.		EAGLE 3 COMPARTMENT WET STEAM TABLE WT3-208	
1 ea.		27" SANLWICH UNIT SUR-27	
2 ea.		HAND SINKS	
1 ea.		CASH REGISTER	
1 ea.		SALAD BAR DROP IN UNIT	
1 ea.		5' WORK TABLE	

LSI LEASING, INC.
LESSOR

TITLE

William D. and Patricia Meyer
d/b/a Chuck Wagon Cafe
LESSEE
William D. Meyer

TITLE



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIAM D. AND PATRICIA R. MEYER d/b/a CHUCK WAGON CAFE
Address Park Plaza, Severna Park, Maryland 21146

2. SECURED PARTY

Name LSI LEASING, INC.
Address 7837 Old York Road, Elkins Park, PA 19117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A"

RECORD FEE 15.00
POSTAGE .50
REGISTRATION FEE 104.00
08/13/03

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
William D. and Patricia R. Meyer
d/b/a Chuck Wagon Cafe
Type or Print Above Name on Above Line
William D. Meyer
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
LSI Leasing, Inc.
Type or Print Above Signature on Above Line

13.00
1.50

BOOK 532 PAGE 89
SCHEDULE A

Schedule referred to in and made part of agreement dated August 22, 1988
 Willaim D. and Patricia R.
 between d/b/a Chuck Wagon Cafe and LSI Leasing, Inc.
LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG., MODEL No.)	AMOUNT
1 ea.		60 XL VULCAN STOVE WITH 3' GRILL, CONVECTION OVEN, 4 BURNER HOT PLATE, AND REGULAR OVEN	
1 ea.		40 LBS., FRYER VULCAN MODEL 75940	
1 ea.		FRENCH FRY CUTTER MODEL 914 6 SECTION CUTTER	
1 ea.		9' HOOD SYSTEM AND ANSLE SYSTEM	
1 ea.		UNIVEX SLICER MODEL 7512	
1 ea.		HATCO CHICKEN WARMER GRHD-2F	
1 ea.		3 COMPARTMENT SINK	
1 ea.		6X8 WALK IN COOLER WITH SHELVING	
1 ea.		1 DOOR BEVERAGE AIR FREEZER EF24	
1 ea.		DELI CASE	
1 ea.		EAGLE 3 COMPARTMENT WET STEAM TABLE WT3-208	
1 ea.		27" SANDWICH UNIT SUR-27	
2 ea.		HAND SINKS	
1 ea.		CASH REGISTER	
1 ea.		SALAD BAR DROP IN UNIT	
1 ea.		5' WORK TABLE	

LSI LEASING, INC.
 LESSOR

 TITLE

William D. and Patricia Meyer
 d/b/a Chuck Wagon Cafe
 LESSEE
William D. Meyer

 TITLE



FINANCING STATEMENT

274505

- 1 To be recorded in the Land Records.
- 2 To be recorded among the Financing Statement Records
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to

Anne Arundel County

5 Debtor(s) Name(s) Address(es)
 William S. Wheeler, Individually & 113 Mayo Road
 T/A Edgewater Laundromat Edgewater, Maryland 21037

12.00
140.00
152.00

RECORD FEE 12.00
 RECORD TAX 140.00
 POSTAGE .50
 RECORDS CODE R04 T10107
 07/13/08

6 Secured Party Address
 First Annapolis Savings Bank, FSB 1832 George Avenue
 Attention: C. Booker, Loan Processor Annapolis, Maryland 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

~~XXXX~~ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9 All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 William S. Wheeler, Individually & T/A Edgewater Laundromat (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Hearing Center, Inc.

Address 821 W. Benfield Road, Suite 5B; Severna Park, MD 21146

2. SECURED PARTY

Name MACROLEASE INTERNATIONAL CORPORATION

Address 50 Jericho Turnpike, Jericho, NY 11753

RECORD FEE 11.00
REC-4750 0040 R04 710-10
09/13/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Biologic LTA S/N:688H1124
One (1) Lifetech Irrigator S/N:76824
plus all parts, attachments and accessories thereto.

Name and address of Assignee
Citicorp, N.A.
601 Midland Avenue
Rye, New York 10580

NOT SUBJECT TO RECORDATION TAX

738681-001 C

*Installed
8/17/88*

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11.00
Stephen Pallett
(Signature of Debtor)

Stephen Pallett, President

Arundel Hearing Center, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MACROLEASE INTERNATIONAL CORPORATION
Type or Print Above Signature on Above Line

Anne
Amell

274507

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CO-lessee Sundance Corp.

Address 536 Higgins Dr. Odenton, MD 21113

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address 100 Dutch Hill Rd. Ste 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Amount of Indebtedness \$3494.40
Tax: 24.20

"ALL SUCH COLLATERAL, EQUIPMENT, APPLIANCES, ACCOUNTS, INVENTORIES, PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHETHER LOCATED NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST, AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH, THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 13.00
#204770 C040 R04 T10414
09/13/88

(See Attached)
(Signature of Debtor)

Sundance, Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(See Attached)
(Signature of Secured Party)

First Interstate Credit Alliance, Inc.
Type or Print Above Signature on Above Line

13.00



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

LEASE NO. 73030

100 Dutch Hill Rd. Orangeburg, N.Y. 10962

914 365-1095

APP. 4-0477

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Co-lessee Sundance Corp.
536 Higgins Drive
Odenton, Maryland 21113
Co-lessee Classic Carwash Ltd.
P.O. Box 3346-1103 Route 35
Crofton, Md. 21114

BOOK 532 PAGE 93

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

AT&T
4 Campus Drive
Parsippany, N.J. 07054

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

EQUIPMENT LEASED

1 303 Spirit Control Unit
2 24 Button Sets
3 6 Button Sets

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY:

COUNTY:

STATE:

FOR INITIAL TERM OF THIS LEASE

AFTER INITIAL TERM

Table with columns: AMOUNT OF EACH RENT PAYMENT, NO. OF RENT PAYMENTS, TOTAL RENT, INITIAL TERM OF LEASE (NO. OF MONTHS), ADVANCE RENT, RENEWAL RENT. Values: \$72.80, 48, \$3,494.40, 48, \$145.60.

Terms and Conditions of Lease

- 1. Lessee hereby leases from Lessor... 2. Lessee requests Lessor to purchase equipment... 3. As used herein, "Actual Cost" means the cost to Lessor... 4. The initial term of this lease commences upon the acceptance hereof... 5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce... 6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments... 7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder...

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: [Signature] DATE: 6/10/88

DATE EXECUTED BY LESSEE: LESSEE: CO-LESSEE SUNDANCE CORP. FULL LEGAL NAME

LESSOR: FIRST INTERSTATE CREDIT ALLIANCE, INC. BY: Barbara Bugg, Vice President

BY: [Signature] AUTHORIZED SIGNATURE TITLE WILLIAM F. MCNEIL

LEASE COPY

5

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g. 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies hereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1 1/2% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum). (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notices being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party of its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed hereon or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(Guarantor)

(L.S.)

(Guarantor)

(L.S.)

WILLIAM P. MCGNEMAR

(Guarantor)

(L.S.)

(Guarantor)

(L.S.)

FILED
PAGE 233
BOOK 300

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Co-lessee Classic Carwash LTD
Address PO Box 3346-1103 Route 35 Crofton, MD 21114

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Rd. Ste 124 Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Amount of Indebtedness: \$3494.40

Tax: 24.20

"ALL CASH, DEPOSITS, ACCOUNTS, CHATTEL, PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 13.00
REGISTERED COPY FOR T10414
09/13/88

(See Attached)

(Signature of Debtor)

Classic Car Wash LTD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(See Attached)

(Signature of Secured Party)

First Interstate Credit Alliance, Inc.

Type or Print Above Signature on Above Line

13.00



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone (212) 421-3600

LEASE NO. 73030

100 Dutch Hill Rd. Orangeburg, N.Y. 10962 914 365-1095

APP. 4-0477

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Co-lessee Sundance Corp.
536 Higgins Drive
Odenton, Maryland 21113
Co-lessee Classic Carwash Ltd.
P.O. Box 3346-1103 Route 35

BOOK 532 PAGE 96

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

AT&T
4 Campus Drive
Parsippany, N.J. 07054

NAME AND TITLE OF PERSON TO CONTACT:

Table with columns: QUANTITY, DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION. Rows include 308 Spirit Control Unit, 24 Button Sets, 6 Button Sets.

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY: COUNTY: STATE:

Table with columns: AMOUNT OF EACH RENT PAYMENT, NO. OF RENT PAYMENTS, TOTAL RENT, INITIAL TERM OF LEASE, ADVANCE RENT, AFTER INITIAL TERM RENEWAL RENT.

Terms and Conditions of Lease

- 1. Lessee hereby leases from Lessor... 2. Lessee requests Lessor to purchase equipment... 3. As used herein, "Actual Cost" means the cost to Lessor... 4. The initial term of this lease commences upon the acceptance hereof... 5. Lessor will upon Lessee's written request... 6. Lessee agrees to pay during the initial term... 7. Lessor may, but shall not be obligated, to apply any advance rent...

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: [Signature] DATE EXECUTED BY LESSEE:

DATE: LESSOR: LESSEE: CO-LESSEE SUNDANCE CORP. FULL LEGAL NAME

FIRST INTERSTATE CREDIT ALLIANCE, INC. BY [Signature] AUTHORIZED SIGNATURE TITLE

BY [Signature] VICE PRESIDENT CO-LESSEE CLASSIC CARWASH WILLIAM T. MCNEMAR AUTHORIZED SIGNATURE TITLE

LEASE COPY

532 PAGE 97

8. If upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g. 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such taking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L.S.) _____ (L.S.)
 (Guarantor) X *William P. Liscomar* (Guarantor)

_____(L.S.) _____ (L.S.)
 (Guarantor) **WILLIAM P. LISCOMAR** (Guarantor)

FINANCING STATEMENT

TO BE RECORDED IN:
THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND
THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND
THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Sher-Lo Properties, Inc.
137 Gibraltar Street
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of Law
P.O. Box 1831
Annapolis, Maryland 21404

RECORD FEE 11.00
POSTAGE .50
#003260 0040 004 112716
09/13/88

3. This Financing Statement covers the following types (or items) of property:

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to that certain parcel of real property and improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

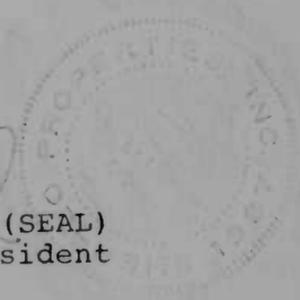
Debtor:

ATTEST:

SHER-LO PROPERTIES, INC.

Patricia A. Logan

Geoffrey B. Sherwood (SEAL)
Geoffrey B. Sherwood, President



1100
.50

Mr. Clerk: After recordation, please return to Patricia A. Logan, Assistant County Solicitor, Office of Law, P.O. 1831, Annapolis, Maryland 21404.

BOOK 532 PAGE 99

BEING KNOWN AND DESIGNATED as UNIT N-ONE (N-1) and UNIT N-TWO (N-2), in the subdivision known as "THE RENARD COURT CONDOMINIUM, PHASE I, AN OFFICE/WAREHOUSE CONDOMINIUM," as recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 38, page 21-24.

Exhibit "A"

2090688TMD
A-12C-1

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

September 7, 1988

Not subject to Recordation Tax
Principal amount of debt secured is:
\$384,000.00

FINANCING STATEMENT

RECORD FEE 17.00
POSTAGE .50
ANNAPOLIS CO40 804 112:17
09/13/88

- 1. DEBTOR: Address: SHER-LO PROPERTIES, INC., a Maryland corporation 137 Gibraltar Street Annapolis, Maryland 21401 Attn: Mr. Geoffrey B. Sherwood
- 2. SECURED PARTY: Address: FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road Silver Spring, Maryland 20910 Attention: Real Estate Department
- 3. TRUSTEES: Address: WILLIAM E. THOMPSON and MARY C. SWAIN 8401 Colesville Road Silver Spring, Maryland 20910 Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and

17.00
17.50

electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

DEBTOR:

SHER-LO PROPERTIES, INC.,
a Maryland corporation

R. Alan Sherwood
Secretary

By:

Gregory B. Sherwood
President

[CORPORATE SEAL]

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

BEING KNOWN AND DESIGNATED as UNIT N-ONE (N-1) and UNIT N-TWO (N-2), in the subdivision known as "THE RENARD COURT CONDOMINIUM, PHASE I, AN OFFICE/WAREHOUSE CONDOMINIUM," as recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 38, page 21 - 24.

Exhibit "A"

(Description of Real Property)

THIS INSTRUMENT, BEING TO SECURE PAYMENT OF PURCHASE MONEY, IS NOT SUBJECT TO TAX.

THIS STATEMENT IS TO BE RECORDED IN THE CHATTEL RECORDS.

DEFERRED PURCHASE MONEY FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO THE CLERK OF THE COURT, ANNE ARUNDEL COUNTY, MARYLAND, FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

DEBTOR:

ADDRESS OF DEBTOR:

Engler Enterprises, Inc.	2165 Defense Highway, Crofton, MD 21114
Paul D. Engler, Guarantor	2165 Defense Highway, Crofton, MD 21114
Deborah A. Engler, Guarantor	2165 Defense Highway, Crofton, MD 21114

RECORD FEE 39.00
POSTAGE .50

SECURED PARTY:

ADDRESS OF SECURED PARTY:

Danny's Pool Service, Inc.	2116 St. Heather Lane, Gambrills, MD 21054
----------------------------	---

09/17/88

09/17/88

This Financing Statement covers the following types of property:

All of Debtors' present and future inventory equipment, furniture, fixtures, vehicles, accounts receivable, lease and leasehold improvements located at 2166 Defense Highway and elsewhere including but not limited to the attached Exhibit A.

Proceeds and replacements are also covered.

Above described personal property is to not be affixed to real property.

Collateral is not crops.

Proceeds of collateral are covered.

7. Products of collateral are not covered.

Dated this 8th day of August 1988 at Crofton, Anne Arundel County, Maryland.

JAE
Add.

E

39-52

SIGNATURE OF DEBTOR:

SIGNATURE OF SECURED PARTY:

Engler Enterprises, Inc.

DANNY'S POOL SERVICE, INC.

By: Paul D. Engler
Paul D. Engler

By: Daniel E. Orban
Daniel E. Orban SA

Paul D. Engler
Paul D. Engler, Guarantor

Witness to all four (4) parties:

Thomas R. Callahan
Thomas R. Callahan

Deborah A. Engler
Deborah A. Engler, Guarantor

TO THE FILING OFFICER: After this statement has been recorded, please mail same to: Callahan & Callahan, P.C., 2133 Defense Highway, Crofton, Maryland 21114.

DAE
D.E.O.
B

PURCHASE MONEY

SECURITY AGREEMENT

(1) THIS SECURITY AGREEMENT will acknowledge that the following person listed as DEBTOR (herein called "DEBTOR") and the following persons listed as SECURED PARTY (herein called "SECURED PARTY") agree as follows herein:

<u>DEBTOR</u>	<u>ADDRESS OF DEBTOR</u>
Engler Enterprises, Inc.	2165 Defense Highway, Crofton, MD 21114
Paul D. Engler, Guarantor	2165 Defense Highway, Crofton, MD 21114
Deborah A. Engler, Guarantor	2165 Defense Highway, Crofton, MD 21114

<u>SECURED PARTY</u>	<u>ADDRESS OF SECURED PARTY</u>
Danny's Pool Service, Inc.	2116 St. Heather Lane, Gambrills, MD 21054

The DEBTOR has executed and delivered a deferred purchase money promissory note of even date herewith payable to the order of the SECURED PARTY, pursuant to an Agreement, dated August , 1988, by and between DEBTOR and SECURED PARTY.

(2) On the date hereof, the parties hereto have caused a FINANCING STATEMENT to be executed for filing in the office of the Clerk of the Circuit Court for Anne Arundel County, Maryland, and the State Department of Assessments and Taxation, Baltimore, Maryland, whereunder and whereby there has been fixed for and as collateral for this SECURITY AGREEMENT the inventory furniture, fixtures, chattels and equipment relating to the business being

MAE
Dee
Dee

conducted by DEBTOR at 2165 Defense Highway, Crofton, Maryland, Anne Arundel County, Maryland, known as Danny's Pool Service, Inc., and all cash, accounts receivable, leases and other assets or contract rights of Debtor whether tangible or intangible (hereinafter collectively referred to as "Collateral").

(3) The parties hereto agree that the SECURED PARTY is hereby granted a PURCHASE MONEY SECURITY INTEREST in the Collateral to secure the aforesaid indebtedness from the DEBTOR to the SECURED PARTY and that this SECURITY AGREEMENT is to further secure the payment and performance of all other obligations of the DEBTOR to the SECURED PARTY, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising.

(4) The following terms and conditions shall be binding upon the parties hereto:

(a) The DEBTOR shall keep the Collateral insured against risks of loss or damage by fire, including extended coverage, theft and such other casualties as may be reasonably requested by the SECURED PARTY. Such insurance, in such amounts and under such forms of policies and upon such terms during the period of the indebtedness sufficient to cover replacement cost of all Collateral, shall be placed with a bona fide insurance company licensed to do business in the State of Maryland. The DEBTOR shall furnish the SECURED PARTY Certificates of insurance as evidence of compliance with the provisions of this paragraph.

(b) the DEBTOR shall maintain business interruption

ME
P.S.
D.C.

insurance in an amount sufficient to cover both the rent due the landlord under the lease for the premises known as 2165 Defense Highway, Crofton, Anne Arundel County, Maryland, and any and all amounts due SECURED PARTY under the promissory note for a period of not less than one year resulting from the interruption of the business conducted by DEBTOR, by reason of burglary, fire or other occurrence or disaster.

(c) The DEBTOR will not permit any of the Collateral to be removed from the premises or warehouse on which the business of DEBTOR is conducted except in the normal and routine course of the conduct of said business. All after acquired property, including goods, wares and chattels of the same or similar class or classes as the Collateral acquired by the DEBTOR subsequent to the execution of this SECURITY AGREEMENT and prior to its termination and proceeds of the Collateral, and all increases, substitutions, replacements, additions, and accessions to the Collateral are also part of the security interests of SECURED PARTY, subject to purchase money security interests upon the acquisition of replacement equipment, furniture, etc.

(d) The DEBTOR will not misuse, abuse, waste or allow deterioration of the Collateral except for the ordinary wear and tear of its intended primary use in the business.

(e) The DEBTOR shall pay and perform all the obligations secured by this Agreement according to their terms.

(f) The DEBTOR shall defend the title to the Collateral against all persons.

DAE
JED

SM

(g) The DEBTOR may remain in possession of the Collateral until default under this Agreement.

(h) The DEBTOR shall keep the Collateral free from all liens, claims, charges, encumbrances, taxes and assessments, judgments, etc., except for purchase money security interests as provided for herein and secondary liens.

(5) The DEBTOR shall have the right to retain possession of the Collateral and to use the same in the ordinary course and conduct of business and shall have the right to sell the aforementioned inventory in the normal course of business as long as the aforesaid indebtedness from the DEBTOR to the SECURED PARTY remains outstanding. SECURED PARTY may make personal visual check of the Collateral at any reasonable time.

(6) Default under the note from DEBTOR payable to SECURED PARTY which is not cured as provided therein shall constitute a default hereunder.

(7) Upon an event of default hereunder, the SECURED PARTY may exercise any one or more of the rights or remedies given to secured parties under The Uniform Commercial Code in force and in effect in Maryland, including but not limited to the right to take immediate possession of the Collateral wherever found, and dispose of same, in which case the SECURED PARTY shall have the right to require the DEBTOR to assemble the Collateral and all of the separate components thereof and operate said business and all of the Collateral so as to maintain a continuity thereof. If the proceeds of any taking by the SECURED PARTY or the proceeds of

DAE
And.

R

any sale or other lawful disposition of the property by the SECURED PARTY are insufficient to pay the expenses of retaking, holding, operating, preparing the property for sale, selling and the like, and to satisfy the indebtedness hereunder, then the DEBTOR agrees to pay any deficiency, but the DEBTOR shall be entitled to any surplus if one results after lawful application of such proceeds after the payment by the SECURED PARTY of reasonable attorney's fees and legal and other expenses. However, whether the SECURED PARTY is obligated to give the DEBTOR notice by law of any such sale or disposition of the Collateral, or otherwise, it is agreed that ten (10) days' prior written notice addressed to the DEBTOR at the aforementioned premises, properly stamped and deposited in the U.S. mail certified mail return receipt requested shall constitute the giving of notice to the DEBTOR. Should the SECURED PARTY or its assigns decide to take and retain the property when retaken in full satisfaction of the DEBTOR's obligation to give notice as provided by law, it being agreed that the SECURED PARTY or assigns may be the purchasers at any sale of said Collateral. In addition to all rights accorded the SECURED PARTY hereinabove, in the event of default they shall have the right to forthwith enter upon the business premises and immediately take over the business thereof. As a further incident thereto, they shall be entitled to take over all assets of said business. Alternatively, SECURED PARTY may avail itself of any other legal or equitable rights and remedies which it may have under this SECURITY AGREEMENT or the

AG
Dad.
Jy

Uniform Commercial Code.

(8) No party to this SECURITY AGREEMENT shall be discharged by any extension of time, additional advances, notes, renewals, and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, of any other act except a release or discharge of the secured interest upon the full payment of the obligation secured by this SECURITY AGREEMENT including charges, expenses, fees, costs and interest.

(9) Any failure by the SECURED PARTY to exercise any right set forth in this SECURITY AGREEMENT or provided for by law shall not constitute a waiver thereof. Nothing in this SECURITY AGREEMENT or the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this SECURITY AGREEMENT or the payment in full of the obligations secured by it. No waiver of any breach of condition or covenant herein contained shall constitute a waiver of any subsequent breach thereof, or of any condition or covenant itself; all rights hereunder shall inure to the benefit of the SECURED PARTY or assigns.

(10) Provisions herein which may be deemed to the contrary notwithstanding, SECURED PARTY shall not exercise any rights hereunder until it has given written notice of default or maturity as provided for in the promissory note payment of which is secured hereby.

(11) The rights of the SECURED PARTY hereunder are

AG
Dad.
E

cumulative and not alternative. Any provision hereof as may be found to be invalid or illegal under the law shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender and/or number as the circumstances or situation requires or the context infers.

(12) This SECURITY AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, assigns, and/or successors, and the laws of the State of Maryland shall govern the construction and interpretation of this SECURITY AGREEMENT.

IN TESTIMONY WHEREOF, the parties hereto have caused this SECURITY AGREEMENT to be executed on this 8th day of August 1988.

Attest:

See J. Hagenheim

_____ as to all

ENGLER ENTERPRISES, INC.

By: *[Signature]* President
Paul D. Engler
DEBTOR

[Signature]
Paul D. Engler
GUARANTOR

[Signature]
Deborah A. Engler
GUARANTOR

[Signature]

DANNY'S POOL SERVICE, INC.

By: *[Signature]*
Daniel E. Orban SR.
SECURED PARTY

*MS
P.L.
[Signature]*

FINANCING STATEMENT

THIS FINANCING STATEMENT of this 10th day of September 1988, is presented for filing pursuant to the provisions of Article 9 of the Maryland Uniform Commercial Code.

DEBTORS: Peter John Zanetich
1274 Crek Drive
Annapolis, Md. 21403

P.J. Sams, Inc.
551-C Baltimore & Annapolis Blvd.
Severna Park, Md. 21146

SECURED PARTIES: John Oliverio and Lisa R. Oliverio
1426 Jarrod Place
Crofton, Md. 21114

THE FINANCING STATEMENT covers the business located at 551-C Baltimore & Annapolis Boulevard, Severna Park, Anne Arundel County, Maryland operating under the trade name of SEVERNA PIZZA, including but not limited thereto all equipment, inventory and stocks of goods.

DEBTORS: Peter John Zanetich
Peter John Zanetich

P.J. Sams, Inc. by:

P.J. Sams, Inc.
President RECORDED FEE 12.00
POSTAGE .50

SECURED PARTIES: John Oliverio #362960 0345 R01 T14:15
Lisa R. Oliverio 09/13/88

The secured transaction underlying this Financing Statement is not subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, as amended, in that it is a Conditional Sales Agreement.

RETURN TO: Samuel F. Ianni
Attorney at Law
7305 Baltimore Ave. Suite 205
College Park, Maryland 20740



FINANCING STATEMENT

1. Name of Debtor: ROGER A. EMMART
Address: c/o Safety Check, Inc.
7235 Landover Road
Landover, Maryland 20785
2. Name of Secured Party: CITIZENS BANK AND TRUST COMPANY
Address: OF MARYLAND
Real Estate Department
6200 Baltimore Boulevard
Riverdale, Maryland 20737

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated ~~dated~~ August 25, 1988 from Debtor to JOHN R. RUTLEDGE and JOSEPH A. HILSEBERG, Trustees (the "Deed of Trust"), all property being located in Prince George's County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

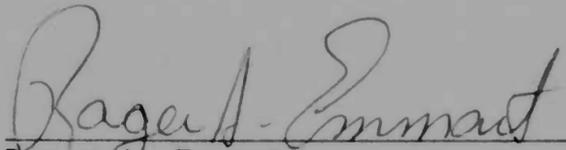
4. Proceeds and products of all collateral are covered.

1/18/88

OFFICE FEE 14.00
 .50
 07/13/88
 09/13/88

5. Recordation tax on the principal sum of \$225,00 has been paid to the Clerk of the Circuit Court of Prince George's County upon recording of the Deed of Trust.

Debtor:


Roger A. Emmart

Secured Party:

CITIZENS BANK AND TRUST
COMPANY OF MARYLAND

By 
John R. Rutledge
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire 

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
3. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

PROPERTY DESCRIPTION

ALL that parcel of land located in Prince George's County, State of Maryland, and more particularly described as follows:

Beginning for the same at a point on the southernmost right-of-way line of Landover Road (formerly Country Club Road, 60 feet wide) as shown on a plat of subdivision labeled "Parcel B, Lobuono's Addition to Kent Village" dated February 1963 and recorded among the Land Records of Prince Georges County in Plat Book 47 Page 25, said point being at the northernmost end of the S25°44'26"W-135.48 feet line of a plat labeled "Building Location Lobuono's Addition to Kent Village" dated August 1966 and recorded among the Land Records of Prince Georges County in Liber 6529 Folio 393 etc.; thence, running with and binding on said Landover Road 1) S63°41'02"E-142.60 feet to a point at the end of the S28°18'53"W-138.77 feet line of the aforesaid Parcel B; thence running with and binding on part of said last mentioned line extended 2) N28°18'53"E-12.00 feet to a point at the end of the 3rd or N63°41'02"W-250.65 feet line of a deed from James and Irene Lobuono, his wife, to The Board of County Commissioners for Prince Georges County, dated August 4, 1967 and recorded among the Land Records of Prince Georges County in Liber 3497 Page 215; thence, running reversely with and binding on part of said 3rd line 3) S63°41'02"E-20.26 feet to a point in and on the 2nd or N25°13'00"E-155.53 feet line of a deed from James and Irene Lobuono, his wife, to M. R. and Tonnnett Errera, his wife, dated October 21, 1967 and recorded among the Land Records of Prince Georges County in Liber 3526 Page 644; thence, running reversely with and binding on part of said 2nd line 4) S25°13'00"W-151.37 feet to a point in and on the southernmost or N62°20'11"W-301.81 feet line of a plat of subdivision labeled "Parcel A, Lobuono's Addition to Kent Village" dated May 1956 and recorded among the Land Records of Prince Georges County in Plat Book 28 Page 22; thence, running with and binding on part of said southernmost line and also running with and binding on part of the southernmost line of the aforementioned plat of "Parcel B" 5) N62°20'11"W-164.88 feet to a point at the southernmost end of the aforementioned S25°44'26"W-135.48 feet line; thence, running reversely and binding on said line 6) N25°44'26"E-135.48 feet to the Place of Beginning. Containing 0.523 Acres of land more or less.

(Tax Account Number: 13-28422-04-000)

CDF/06-10-87
9915X
SSA-SFC(B)(4)

BOOK 4685 PAGE 571

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of <u>Anne Arundel</u> County;	Principal amount is
(2) in the Financing Statement	\$ <u>285,000.00</u>
Records of <u>Anne Arundel</u>	
County; and	
(3) with the State Department of	
Assessments and Taxation.	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

D. E.
CLERK

RECORD FEE 15.00
POSTAGE .50
#275590 C237 R02 T11:48
09/08/88

FINANCING STATEMENT

- | | |
|--|-------------------------------------|
| 1. Debtor: | Mailing Address of Debtor: |
| <u>John F. Pilli & Sons, Inc.</u> | <u>P.O. Box 88</u> |
| | <u>Millersville, Maryland 21108</u> |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO., | Suite 201 |
| a bank and trust company | 111 East Water Street |
| tion organized and existing | Baltimore, Maryland 21202 |
| under the law of Maryland, | |
| 3. This Financing Statement covers all of the Debtor's right, title and interest in and to | |

BL
CLERK

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

15⁰⁰
50

CDF/06-10-87
9915X
SSA-SFC(B)(4)

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$_____. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor: JOHN F. PILLI & SONS, INC.

JOHN F. PILLI & SONS, INC.,
a Corporation organized and existing under
the law of Maryland.

by *John F. Pilli, Jr.*
John F. Pilli, Jr. Vice President

Date: August 24, 1988

To the Filing Officer: After this Statement has been recorded, please mail the same to ~~Charles D. Frazer,~~ ~~Esquire,~~ ~~1000 American City Building,~~ ~~Columbia,~~ ~~Maryland 21043~~ Sterling Bank & Trust Co., 111 Water Street, Baltimore, Maryland 21202-1025

CDF/06-10-87
9915X
SSA-SFC(B)(4)

FINANCING STATEMENT

by

John F. Pilli & Sons, Inc., Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel
County, Maryland, which is described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 10, as shown on the Plat entitled
"RANDALLS TRUST", which Plat is recorded among the Land Records of Anne
Arundel County in Plat Book 102, folio 19.

STATE OF MARYLAND

BOOK 532 PAGE 120

~~Secretary of State, Maryland~~

Anne Arundel Cty.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273435

RECORDED IN LIBER 528 FOLIO 368 ON 6/20/88 (DATE)

1. DEBTOR

Name J. Warren Walker & Sons, Inc.
Address 6812 Fort Smallwood Road Baltimore, MD 21226

2. SECURED PARTY

Name Concord Commercial Corporation
Address 210 Goddard Boulevard King of Prussia, PA 19406
(6819-4 JK)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) AMENDMENT</p>

This is to amend the model number of the Ingersoll-Rand air compressor to read as P185BWJD instead of P185WJD with all other terms and conditions remaining the same.

RECORDED FEE 10.00
POSTAGE .50
RECORDED COPY FOR TITLE 08/17/88

10.00
50

J. Warren Walker & Sons, Inc.

J. Warren Walker

Dated 8/15/88

Concord Commercial Corporation

(Signature of Secured Party)

Mike M. M...
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CASTLE FOOD PRODUCTS CORP.
Address 8375 PATUXENT RANGE ROAD, JESSUP, MD. 20794

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P.O. BOX C-11921, SANTA ANA, CA. 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

(1) MAI 4000: 8MB RAM, 2-160MB DSK, 34 SER/3 PAR, 3XP CAB (1) 4MB RAM BAORD (1) 160MB 5 1/4" HD DSK W/CONTR, CABLE, 34D, 6TH (4000) (1) 120MB INTNL MCS-PKG (W/MCS, CONTR, CABLES, PANEL) 4000 (17) DT-4313 TERMINAL, US ENG. (ORDER OF 6) (1) PT-4220 600LPM BAND PTR W/64 CHA US ASCII BAND (4) PT-4222 400CPS MATRIX PTR, DUAL INTERFACE (3) DT-4314 TERMINAL, US ENG. (ORDER OF 6);
MFG. AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATERAL ARE COVERED.
WA5519 CUST#030682001 SHPD 7/1/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
#204880 0040 R04 T10/39
09/13/88

[Signature] JUL 6 1988
(Signature of Debtor)

CASTLE FOOD PRODUCTS CORP.
Type DEBRA HURGER, ATTORNEY IN FACT Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MAI BASIC FOUR, INC. PATTY A BEASON
CREDIT & COLLECTIONS

1250

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

L.B. Smith, Inc.
Baltimore-Washington
Expressway & Dorsey Road
Hanover, Maryland 21240

2. Secured Party(ies) and address(es)

Harnischfeger Corporation
13400 Bishops Lane
Brookfield, Wisconsin
53005

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#204070 0040 R04 T10141
09/13/88

4. This statement refers to original Financing Statement bearing File No. 069200

Filed with Ann Arnudel Cty MD Date Filed 09-21 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

OM122/53553

10.00
.50

No. of additional Sheets presented:

L. B. SMITH, INC.

HARNISCHFEGGER CORPORATION

(Name(s) of Debtor(s) (necessary only if Item 8 is applicable).
Officer Copy - Alphabetical

By: *John N. Tesensky*
John N. Tesensky, Assistant
Treasurer

STANDARD FORM - FORM UCC-3

This FINANCING STATEMENT is presented to a Filing Officer for
pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies)

Address(es) And
Name(s):

4. For Filing Officer: Date, Time,
File No., Filing Office:

BRANDON CONTRACTING & HOME IMPROVEMENT
INC.
3705 6th Street
Baltimore, Md. 21225

JOHN C. LOUIS CO., INC.
1805 CHERRY HILL ROAD
BALTIMORE, MD. 21203

RECORD FEE 11.00
POSTAGE .50
ADDP20 COM R04 T10443
07/17/93

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

(1) Melroe Bobcat Loader, Model M 943, Flotation Tires 78" Bucket
with teeth S/N 12092

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.
THIS COVERS A CONDITIONAL SALES CONTRACT.

5. Assignee(s) of Secured Party,
Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or
to be grown on the real property
described in Item 7.

The described goods are or are to
be affixed to the real property
described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

BRANDON CONTRACTING AND HOME IMPROVEMENT, INC.

JOHN C. LOUIS CO., INC.

By

James M Emory
Debtor(s) [or Assignor(2)]

By

Wilmer S. Davison
Secured Party(ies) [or Assignee(s)]

PRESIDENT

FINANCING STATEMENT

WILMER S. DAVISON

PRESIDENT

(2) Filing Officer Copy — Alphabetical

THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR and Address (Last Name First) The Ski Racquet, Inc. 1721 Elton Road Silver Spring, MD 20903 AND 556-C Ritchie Highway Severna Park, MD 21146	2. SECURED PARTY and Address Signet Bank/Maryland P.O. Box 17063 Baltimore, MD 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272682 Date 5-6-88 1988
 Record Reference book 526 page 384

6. Item No. _____ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

An additional \$40,000 being extended to customer. New money is not being used to purchase equipment and is, therefore, exempt from any recordation tax.

10.00
1.50

RECORD FEE 10.00
 POSTAGE .50
 #30-1930-0040 004 T10-50
 09/13/88

Dated this 8th day of September, 19 88

DEBTOR:

SECURED PARTY:

The Ski Racquet, Inc.

Signet Bank/Maryland

By: [Signature] (Title)

By: Jane M. Henney, Mgr (Title)

John Michael Foster, Pres

UCC-5

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Porter's Service, Inc.
(Name)
 5 Monticello Avenue
(Address)
 Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Peggy A. Hall
(Name of Loan Officer)
 18 West Street
(Address)
 Annapolis, MD 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interest therein and all replacement parts and annexations thereto (herein called "Equipment").

- 1 Thomas Body #42219, Serial #1HVLPCFMOJH562806
- International Chassis (Make) Diesel, Engine DTA 360 (See attached)

RECORDS FEE 13.00
 RECORD TAX 210.00
 POSTAGE .50
 #104530 0040 104 712453
 10/11/70
 E

13.00
 210.00
 .50

 223.50

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

(Seal)
Leon H. Porter
(Signature)
 Leon H. Porter - President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

362
Date 01/26/88

Quote Number 336

532 PAGE 126

PATCO DISTRIBUTORS, INC.
THOMAS BUS SALES & SERVICE
10N TAYLOR AVENUE
ANNAPOLIS MD 21401
(301) 269-0251

PORTER SERVICE, INC.
2027 INDUSTRIAL DRIVE

ANNAPOLIS MD 21401

Listed below are prices and equipment on a THOMAS BODY MODEL
Model number... 3000S

Body equipment:

- B1160-00-000 RAILS PAINTED (2 OVER STD.)
- * B1210-00-000 TEAR DROP
- B1500-00-000 FLOOR STEP NOSING
- * B1505-00-000 GREEN STEP TREADS
- B1520-00-000 STANDEE LINE
- * B1535-01-300 GREEN FLOOR W/ 13" CTR AISLE
- * B1580-00-300 PLYWOOD FLOOR
- * B1643-00-000 PUSHOUT SASH-CLEAR LS
- * B1643-01-000 PUSHOUT SASH-CLEAR RS
- B1800-00-292 LAMINATED GLASS
- B1820-01-000 VENT WING
- B2020-01-000 FIRE EXTINGUISHER 5 LB.
- B2050-40-000 FAK 24 UNIT MD
- B2070-02-000 FUSEES
- B2090-00-000 TRIANGLE FLARES
- B2110-00-000 TOOL BOX
- B2160-02-000 DEFROSTER FAN
- * B2270-00-000 AIR TANK
- * B2280-00-000 AIR VALVE
- * B2300-02-000 AIR HORN
- B2310-02-000 BACKING HORN
- * B2600-06-000 RADIO-AM/FM CASSETTE
- * B2603-00-000 EXTRA SPEAKERS
- B2850-03-000 MIRROR BRACKET
- B2850-06-000 MIRROR REAR VIEW
- B2870-02-000 MIRROR, SAFETY CROSS
- B2897-00-000 TRIPOD MIRROR BRKT LS VS STD
- B2897-01-000 TRIPOD MIRROR BRKT RS VS STD
- B2930-08-000 ELEC STOP SIGN (3400)
- B3010-00-000 FUSE KIT
- * B3280-00-000 DOOR LIGHT
- B3290-00-000 STEP LIGHT SWITCH
- B3420-01-000 DIRECTIONAL SIDES
- B3460-00-000 STOP LIGHTS, SINGLE ELEMENT
- B3580-21-000 8 LIGHT WARNING SYS MARYLAND

Continued on next page...

Date 01/26/88

Quote Number 336

PATCO DISTRIBUTORS, INC.
THOMAS BUS SALES & SERVICE
10N TAYLOR AVENUE
ANNAPOLIS MD 21401
(301) 269-0251

PORTER SERVICE, INC.
2027 INDUSTRIAL DRIVE

ANNAPOLIS MD 21401

Body equipment continued:

B3670-01-000 CLUSTER MARKER SWITCH
B4020-02-000 HEATER-LEFT 98,000BTU
* B4070-00-000 HEATER, STEPWELL 60,000 BTU
* B4100-00-000 HEATER, REAR 68,000 BTU
B4250-01-000 HEATER VALVES
B4400-03-000 WING NUTS
* B4420-00-000 BOSTROM
B4610-00-000 SEATS BOLTED 2 BOLTS PER FOOT
* B4680-00-000 52OZ. UPHOLSTERY
B5000-00-000 SERVICE DOOR PAD
B5010-00-000 CENTER REAR DOOR PAD
B5020-00-000 DOOR CONTROL
B5030-01-000 DOOR HANDLE
B5080-01-000 DOOR GLASS, LAMINATED
* B5182-00-000 VANDALOCK
* B5336-01-000 SOUND ABATEMENT PACKAGE
* B5510-00-000 IDENTIFICATION SIGN, FRONT
* B5510-01-000 IDENTIFICATION SIGN, REAR
B5580-00-000 UNDERCOAT FENDERS
B5640-00-000 REARMUD FLAPS
B5660-00-000 FRONT FLAPS

Quote continued on next page...

To Be Recorded In The Land Records
And In The Financing Statement
Records Of the Circuit Clerk of
Anne Arundel County And
Among the Financing Statement
Records of the State Department
The of Assesments and Taxation

Subject To Recording Tax Of _____
On Principal Amount Of _____
Which Was Paid To The Clerk Of The
Circuit Court of _____
Upon The Filing Of A Deed of Trust
in the Land Records of _____
County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: PORTER'S SERVICE, INC.
5 Monticello Ave.
Annapolis, Maryland 21401

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Peggy Hall
Banc#121-012

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to all its rights, title and interest in and to that certain contract for the conveying of school children by and between Debtor and the Anne Arundel County School Board dated as of 11/1/82.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

DEBTOR: PORTER'S SERVICE, INC.

TO FILING OFFICER: After this Statement has been recorded, please return to:

RECORD FEE 11.00
POSTAGE .50

#374523 0040 R04 111-01
09/13/88

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: Susan Taylor
Banc Code: 101-280
BALTIMORE, MARYLAND 21203

Don H. Porter Pres

11.00
50

ADH/plw
8921N

TERMINATION STATEMENT

BOOK 532 PAGE 129

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 259343 Date November 25, 1985

Record Reference: Book 492 Page 54

2. DEBTOR is:

Name: Cox Electronics, Inc

Address: 1135 A Annapolis Road Odenton, Maryland 21113

3. SECURED PARTY is:

Name: Annapolis Federal Savings and Loan Association Consumer/Commercial Lending

Address: P.O. Box 751, Annapolis, Maryland 21404 Department

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE, the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Annapolis Federal Savings Bank
Consumer/Commercial Lending
P.O. Box 751, 140 Main Street
Annapolis, MD 21404

RECORD FEE 10.00
POSTAGE .50
AN20000 COMD 204 TL1109
09/13/88

SECURED PARTY:

Annapolis Federal Savings and Loan Association

BY: [Signature] J.P. (Title)
Paul R. O'Connell Vice President

DATE: August 23, 1988

10.00
-50

Statement of Termination Under
Uniform Commercial Code

Circuit Court for Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 25162 recorded in Liber 472, Folio 237 on 4/13/84 (date).

1. DEBTOR(S):

Name(s): Four Hearts, Inc. Trading As Have A Heart

Address(es): 412 Sandalwood Drive, Waldorf, Maryland 20601

& 60 Annapolis Mall, Annapolis, Maryland 21401

2. SECURED PARTY:

Name: William A. Sturn and Nancy C. Sturn

Address: 412 Sandalwood Drive, Waldorf, Maryland 20601

Person and Address to whom Statement is to be returned if different from above.

David A. Simison, P.A.
1517 Ritchie Highway, Suite 206
Arnold, Maryland 21012

3. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

4. DEBTOR:
Four Hearts, Inc. T/A Have A Heart

SECURED PARTY:
William A. Sturn
Nancy C. Sturn

By: William A. Sturn
William A. Sturn, President

William A. Sturn
William A. Sturn

By: Nancy C. Sturn
Nancy C. Sturn, Vice President

Nancy C. Sturn
Nancy C. Sturn

10.00
.50

RECORD FEE 10.00
POSTAGE .50
REC0310 0049 004 T11+10
09/15/00



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Circuit Court of Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 250409 recorded in Liber 469, Folio 231 on December 27, 1983 (date).

1. DEBTOR(S):

Name(s): Four Hearts, Inc. Trading As Have A Heart

Address(es): 412 Sandalwood Drive, Waldorf, Maryland 20601 & 60 Annapolis Mall, Annapolis, Maryland 21401

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

10.00
.50

RECORDS FEE 10.00
POSTAGE .50
NOV 27 09 40 AM '83

9. DEBTOR: Four Hearts, Inc. T/A Have A Heart
Signature: William A. Sturn, President
Signature: Nancy C. Sturn, Vice President

SECURED PARTY:
EQUITABLE BANK, National Association
By: Jan H. Sheehan
Jan H. Sheehan, Assistant Vice President

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,246.69. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to FORRE BRUNDEL CO.

5. Debtor(s) Name(s) Address(es)
 Michael Davis 1703 Tieman Drive,
 Diana L. Mullins Glen Burnie Maryland 20161

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Hillendale Branch Charlotte D. Smith, Banking Officer
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Michael Davis (Seal) _____ (Seal)
 Michael Davis
Dianna S. Mullins (Seal) _____ (Seal)
 Dianna Mullins

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

RECORDS FEE 12.00
 RECORDS TAX 73.50
 POSTAGE .50
 #203030 0340 104 111415
 09/13/08

12.00
 73.50
 86.00

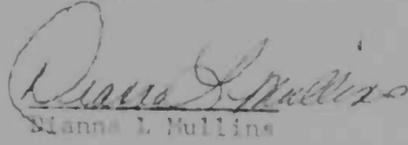
(Handwritten mark)

SCHEDULE A

BOOK 532 PAGE 133

- 1986 Rollback 17' with Wheelift Bt 221 A
- Attached to 1984 Ford Serial 2fdjf31zecal6216


Michael Davis


Dianna L. Mullins

Anne Arundel County, MD

8001 532 PAGE 134

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266370

RECORDED IN LIBER 509 FOLIO 69 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name West Trails Corporation

Address 580 Westlake Park Blvd., 1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expressway, Suite 160 L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Amend Debtor's address to: 6500 Brittmoore Road
Houston, TX 77041

Amend Secured Party's name to: General Electric Capital Corporation

RECORD FEE 10.00
POSTAGE .50
#205100 0040 104 111 42
09/13/88

Dated 8/31/88

Stephen P. But...
(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Name on Above Line

Anne Arundel County, MD

532 PAGE 135

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266373

RECORDED IN LIBER 509 FOLIO 75 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name Trypt Enterprises, a Texas Partnership

Address 580 Westlake Park Blvd., #1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expressway, Suite 160, L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment (Indicate whether amendment, termination, etc.)

Amend Debtor's address to: 6500 Brittmoore Road Houston, TX 77041

Amend Secured Party's name to: General Electric Capital Corporation

RECORD FEE 10.00
POSTAGE .30
REC-110 1040 104 71143
09/15/88

Dated 8/31/88

John R. Butler
(Signature of Secured Party)

General Electric Capital Corporation
Type or Print Above Name on Above Line

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266371

RECORDED IN LIBER 509 FOLIO 71 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name Tryit II, Inc.

Address 580 Westlake Park Blvd., #1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expressway Suite 160 L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Amend Debtor's address to: 6500 Brittmoore Road
Houston, TX 77041

Amend Secured Party's name to: General Electric Capital Corporation

RECORD FEE 10.00
POSTAGE .50
REC'D 08/13/88
08/13/88

Dated 8/31/88

Alvin J. But...
(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Name on Above Line

Anne Arundel County, MD

BOOK 532 PAGE 137

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266372

RECORDED IN LIBER 509 FOLIO 73 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name Tryit Limited NO. 1

Address 580 Westlake Park Blvd, #1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expressway Suite 160, L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Amend Debtor's address to: 6500 Brittmoore Road
Houston, TX 77041

Amend Secured Party's name to: General Electric Capital Corporation

RECORD FEE 10.00
POSTAGE .30
205130 COND ROM T11-13
09/13/88

Dated 8/31/88

Stephan J. But...
(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266375

RECORDED IN LIBER 509 FOLIO 79 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name Remco/West Trails I, Ltd.

Address 580 Westlake Park Blvd., #1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expreswy, Suite 160, L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Amend Debtor's address to: 6500 Brittmoore Road
Houston, TX 77041

Amend Secured Party's name to: General Electric Capital Corporation

RECORD FEE 10.00
POSTAGE .50
#265140 CO-10 R04 T11/44
02/13/88

10.50

Dated 8/31/88

Stephen J. But...
(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Name on Above Line

Anne Arundel County, MD

532 139

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266374

RECORDED IN LIBER 509 FOLIO 77 ON Feb. 26, 1987 (DATE)

1. DEBTOR

Name Remco/West Trails II, Ltd.

Address 580 Westlake Park Blvd., #1640 Houston, TX 77079

2. SECURED PARTY

Name General Electric Credit Corporation

Address 2323 North Central Expwy., Suite 160, L.B. 70 Richardson, TX 75080

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtor's address to: 6500 Brittmoore Road Houston, TX 77041</p>	
<p>Amend Secured Party's name to: General Electric Capital Corporation</p>	

RECORD FEE 10.00
POSTAGE .50
2025130 0040 R04 T11-44
09/13/88

10.50

Dated 8/31/88

Stephen P. But...
(Signature of Secured Party)

General Electric Capital Corporation

Type or Print Above Name on Above Line

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Fit For U, Inc T/A Fitness Concepts 564-H Ritchie Hwy Severna Park, MD 21146	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of exercise equipment sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 12.00
RECORD TAX 35.00
POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ (see attached certification)
40,000.00

REGISTERED R03 T14:17
09/13/88

DEBTOR:
Fit For U, Inc T/A Fitness Concepts

SECURED PARTY:
SIGNET BANK/MARYLAND

By: John D. Wanner, President
(Type Name)

By: Ross L. Brown, A.V.P.
(Type Name)

By: _____

September 9 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

12-3000
3000

RECORDATION TAX CALCULATION

TO: Anne Arundel County

Value of equipment,
other non-exempt
property-----

\$ 10,576

\$ 10,576
\$ 84,881

.01246 X \$ 40,000.00 = \$ 4,984

Total Value of
all Collateral-----

\$ 84,881

Amount not exempt from tax

\$ 5,000

Tax Paid

\$ 35.00

DATE: 9/9/88

BY: John D. Wanner, President
John D. Wanner, President
(Name and Title)

A.A. Curry

BOOK 532 PAGE 142

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253230

RECORDED IN LIBER 476 FOLIO 255 ON 8/10/84 (DATE)

1. DEBTOR

Name Raymond M. and Judith W. Adams Jr.

Address 1826 Aberdeen Circle, Crofton, MD 21114

865 Rudder Way
Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River Street, Wellesley Hills, MA 02181

Key Financial Services Inc., 29 Sawyer Road, Waltham, MA 02254

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#179940 CTT7 R03 T14#22</p> <p>09/13/88</p>	

Dated August 19, 1988

[Signature]
(Signature of Secured Party)

Key Capital Corp.

Type or Print Above Name on Above Line

15.50

532 PAGE 143

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: [] Land [x] Financing Statement } Liber 511 Folio 534 File No. 267355
Date of Financing Statement May 6, 1987

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Canary Enterprises, Inc. t/a Canary Hearing Aid Center
Parole Professional Center 130 Holiday Court Suite 105 Annapolis, MD 21401
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Drive, Bethesda, MD 20817

CHECK [x] THE LINES WHICH APPLY

- 3. [] A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
[x] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
[] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
#180000 0777 R03 T14:26
09/13/88

- [] D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: August 29 19 88
By: Betty L Talbot
Type Name Betty L. Talbott
Title Commercial Loan Operations Officer

1550

274527

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE We "One Two", Inc. T/A Fantastic Sams
(Name or Names)
8531 Suite B. Ft. Smallwood Rd Riveria Beach, Maryland 21122
(Address)

LESSEE _____ CFSL 2927
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
Of LESSOR _____
2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Mes XT 20Mb. Monochrome Computer System W/Magitronics Multi I/O,
Indiana Cash Drawer, Panasonic 1080 I Printer, IBM Printer Cable &
Inland Surge Protector
One - 15' long, 3' High Box Sign

RECORD FEE 12.00
POSTAGE .50
#180060 C777 R03 114:30
09/13/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
We "One Two", Inc. T/A Fantastic Sams

By: Robert V. Galvin (Title) Pres.
(Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Gordon T. Hill (Title) President
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12-88



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
due tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name King, William C.

Address 7351-20 Assateague Drive, Jessup, Maryland 20794

2. SECURED PARTY

Name Harbor Truck Sales & Service, Inc.

Address 2723 Annapolis Road, Baltimore, Maryland 21230

First Interstate Credit Alliance, Inc., P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

First Interstate Credit Alliance, Inc.
P.O. Box 1680
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are ~~affixed~~ affixed to: (describe real estate)

17.00
.50
#180070 0777 R03 114:31
09/13/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William C. King

See attached for original signature
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line
DANIEL ADAMS, V.P.

CONDITIONAL SALE CONTRACT NOTE

TO: Harbor Truck Sales & Service, Inc. FROM: William C. King
2723 Annapolis Road, Baltimore, MD 21230 7351-20 Assateague Drive, Jessup, MD

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, FINANCE CHARGE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7351-20 Assateague Drive, Jessup, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighteen thousand one hundred and 08/100***** Dollars (\$18,100.08)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 7th day of October, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 502.78 and the final installment being in the amount of \$ 502.78

with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem it necessary, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
Date: September 2, 19 88 BUYER(S)-MAKER(S):

Accepted: Harbor Truck Sales & Service, Inc. (SEAL) William C. King (SEAL)

By: [Signature] Co-Buyer-Maker: (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

Hand to redeem the property if repossessed for default and require under certain conditions a return of the property to the holder.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN ON THE LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.~~ BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(I.S.)

(Guarantor-Endorser)

(I.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer herein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

(Witness) _____ By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 2, 1988 between Harbor Truck Sales & Service, Inc. as Seller/Lessor/Mortgagee and William C. King, 7351-20 Assateague Drive, Jessup, MD 20794 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 18,100.08

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of September, 19 88.

Harbor Truck Sales & Service, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

STATE OF MARYLAND

Anne Arundel Co
C-02-05972-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Warren D. Homberg, Sr.
Address 1677 Forest Drive, Annapolis MD 21403

2. SECURED PARTY

Name Kenworth of Baltimore, Inc.
Address 706 Pulaski Highway, Joppa MD 21085

First Interstate Credit Alliance, Inc., P.O. Box 1680 Glen Burnie MD 21061
Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
#180080 C177 R03 T14132
09/13/88

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Warren D. Homberg, Sr.
see attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: Kenworth of Baltimore, Inc. FROM: Warren D. Homberg, Sr.
("Seller") ("Buyer")
706 Pulaski Hwy., Joppa MD 21085 1677 Forest Drive, Annapolis MD 21403
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) 1988 Kenworth Model T800 Dump Truck w/14' T1-brook Aluminum Dump Body, S/N 1NKDL20X4JJ514445	(1) TIME SALES PRICE	\$ <u>110,683.00</u>
	(2) Less DOWN PAYMENT IN CASH	\$ <u>14,700.00</u>
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	<u>-0-</u>
	(4) CONTRACT PRICE (Time Balance)	\$ <u>95,983.00</u>

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1677 Forest Drive, Annapolis MD 21403
 Record Owner of Real Estate: _____

*See Schedule "A" attached hereto and made a part hereof for payment schedule.
 *Wherever the name Credit Alliance Corporation or Leasing Service Corporation appears herein it shall be read as First Interstate Credit Alliance, Inc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety five thousand nine hundred eighty three and 00/100***** Dollars (\$ 95,983.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 7th day of October, 19 88, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ **

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: September 7 19 88

Accepted Kenworth of Baltimore, Inc. (SEAL)
(Print Name of Seller Here)

Warren D. Homberg, Sr. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: Warren D. Homberg Sr.
 Co-Buyer-Maker: _____ (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

3

BOOK 532 PAGE 151

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE.

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION. *

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation. *

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By: _____
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

532 PAGE 152

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 7, 1988

between Kenworth of Baltimore, Inc., as Seller/Lessor/Mortgagee,

and Warren D. Honberg, Sr. 1577 Forest Drive, Annapolis Maryland 21403
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 95,983.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of September, 19 88

Kenworth of Baltimore, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: Stuart B. Glover

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

F I N A N C I N G S T A T E M E N T

274530

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Annapolis Bay Chandlers Incorporated
302 Beverly Avenue, P.O. Box 769
Mayo, Anne Arundel County, Maryland 21106

2. NAME AND ADDRESS OF SECURED PARTY:

Small Business Administration, an Agency of the U.S. Government
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, Maryland 21202

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired and proceeds.
- Contract rights, including after acquired and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- Preferred Ships' Mortgage on 44' Steel Hull vessel, together with attachments, accessories, etc.

RECORD FEE 11.00
POSTAGE .50
#155175 DVA-003 114135
09/13/88

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is is not _____ exempt from the recordation tax.
Principal amount of the Debt is \$ 148,000.00 plus interest.

DEBTOR:

Annapolis Bay Chandlers Incorporated

Attest:

Robert F. Harris
Secretary

By: Robert F. Harris
Robert F. Harris, President

11/50

AFTER RECORDATION RETURN TO: Small Business Administration
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, MD 21202

This FINANCING STATEMENT is presented to a Filing Officer Co for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility
4 For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):
Sherman S. Robinson MD, PA
479 Jumpers Hole Road
Severna Park, MD 21146

2. Secured Party(ies) Name(s) and Address(es):
COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

RECORD FEE 11.00
#179780 0777 803 114:11

5. This Financing Statement covers the following types (or items) of property:

See UCC 5a Attached hereto and forming a part hereof for complete equipment description

6. Assignee(s) of Secured Party and Address(es) 13/89

Products of the Collateral are also covered LEASE NO. 00-9239-0

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

This is a conditional sales contract and is not subject to recordation tax.

9. Name of a Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s)					

Sherman S. Robinson MD, PA

By Sherman S. Robinson
Signature(s) of Debtor(s)
SHERMAN S. ROBINSON, M.D.

COPELCO LEASING CORPORATION

By Doris A. Brown
Signature(s) of Secured Party(ies)
DORIS A. BROWN, Asst. Secy.

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

532 - 154-A

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC - 5a

1) Page 1 of 1

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

2) Debtor(s) (Last name, first and address)	3) Secured Part(ies), names and address(es)	4) For Filing Officer
Sherman S. Robinson MD, PA 479 Jumpers Hole Road Severna Park, MD 21146	Copelco Leasing Corporation One MEDIO Plaza Pennsauken, New Jersey 08110	

5) This Additional Sheet covers the following Additional Types (or items) of Property:

Supplier:

Future - Med
2400 Crofton Blvd
Crofton, MD 21114

1 ea. QBC II
1 ea. Kodak DT 68

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. *CO* No. of Additional Sheets Presented 3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es):
**Physical Therapy & Sports
Fitness Associates, P.A.
200 Hospital Drive
Suite 205
Glen Burnie, MD 21061**

2 Secured Party(ies) Name(s) and Address(es):
**COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110**

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#179770 0777 R03 T14:11
09/13/88

5. This Financing Statement covers the following types (or items) of property:

**(1) Osker Isokinetics and Testing System
SUPPLIER: Chattex, Chattanooga, TN 37405**

6. Assignee(s) of Secured Party and Address(es)

Products of the Collateral are also covered. **LEASE NO. 00-8120-0**

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.
This is a conditional sales contract and is not subject to recordation tax.

9. Name of a Record Owner

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this state, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

PHYSICAL THERAPY & SPORTS FITNESS ASSOCIATES, P.A. COPELCO LEASING CORPORATION

By *Dennis H. Buchman* Debtor(s) By *Doris A. Erdman* Signature(s) of Secured Party(ies)
DENNIS H. BUCHMAN **DORIS A. ERDMAN**

(5/83)

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented. Co

1. Debtor(s) (Last Name First) and Address(es)
Universal Process Equipment, Inc.
1180 U.S. Route 130 South
Robbinsville, NJ 08691

2. Secured Party(ies) Name(s) and Address(es)
COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

3 The Debtor is a transmitting utility
4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#179780 0777 R03 T14:11

5. This Financing Statement covers the following types (or items) of property

Vendor: York International Corp.
Equipment Location: Airtech c/o Fort Meade 9800 Savage Road, Fort Meade, MD 20755
4-Chillers YCAK14-46; VM-289148; VM-176528; VM-286385; VM-286388

6. Assignee(s) of Secured Party and Address(es)
The Philadelphia National Bank
Broad & Chestnut Street
Philadelphia, PA 19101, Agent/
Secured Party for Banks under
2-24-86 Security Agreement

Products of the Collateral are also covered Lease No. 00-8854-0

8. Describe Real Estate Here. This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this state, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Universal Process Equipment, Inc.

By Ronald Gale Pres.
Signature(s) of Debtor(s)
Ronald Gale, President

COPELCO LEASING CORPORATION

By Doris A. Erdman
Signature(s) of Secured Party
DORIS A. ERDMAN, ASST. SECRETARY

STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es): Copelco Leasing Corporation One MEDIQ Plaza Pennsauken, New Jersey 08110		2. Secured Party(ies) Name(s) and Address(es): The Philadelphia National Bank Broad & Chestnut Street, Philadelphia, PA 19101, Agent/ Secured Party for Banks under 2-24-86 Security Agreement		3. <input type="checkbox"/> The Debtor is a transmitting utility
				4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 #179790 0717 R03 T14:12 09/13/89

5. This Financing Statement covers the following types (or items) of property: Equipment Location: Airtech c/o Fort Meade 9800 Savage Road, Fort Meade, MD 20755 4 Chillers YCAK14-46; VM-289148; VM-176528; VM-286385; VM-286388		6. Assignee(s) of Secured Party and Address(es)
<input checked="" type="checkbox"/> Products of the Collateral are also covered Lease No. 00-8854-0		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8.)
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner	

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

By *Doris A. Erdman* **Copelco Leasing Corporation** Asst. Sec.
 By *Harry Ellis* **The Philadelphia National Bank** Vice President
 (Required only if Item 10 is checked)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRIDENT WORLD TRADE CORPORATION
Address 7484 CANDLEWOOD RD. HARMANS, MD 21077

2. SECURED PARTY

Name Myers Holdings, Inc.
Address Myers Building, 72 Lake Street
Rouses Point, New York 12979

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#205620 0040 P04 T16:15
09/13/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
1.50

William E. Deiss
(Signature of Debtor)

William E. DEISS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

ATTACHMENT A TO UCC-1 FINANCING STATEMENT

"Collateral Security" shall mean and include all "Accounts Receivable" (as hereinafter defined), Inventory as (hereinafter defined), and Furniture, Fixtures and Equipment and any and all other property of Company upon which Myers may now have or may hereafter acquire a security interest.

"Accounts Receivable" shall mean and include any and all present and future trade accounts, trade accounts receivable, trade contract rights, general intangibles, instruments and chattel paper and including without limitation any and all purchase orders, instruments and other documents evidencing obligations for and representing payment for goods sold or leased and/or services rendered by Debtor (all terms having the meaning accorded by the Uniform Commercial Code of New York) and described in its Security Agreement dated October 26, 1987.

"Inventory" shall mean and include inventory in all of its forms and where ever located, now or hereafter existing and all accessions thereto, products thereof and documents therefore as well as all payments under insurance policies (whether or not the Secured Party is a payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing collateral and all proceeds arising therefrom.

"Furniture, Fixtures, and Equipment" shall mean and include any and all present and future furniture, fixtures and equipment held by or in the name of the Company and all proceeds (including insurance proceeds) arising therefrom.

11 Henson Avenue

EXHIBIT A

LOT NUMBERED FOUR (4), as shown on a Plat of the BOARDLEY LOTS made by Edward Hall, Jr., County Surveyor, in June, 1940, said Plat being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 171

EXHIBIT B

Personal property covered by this financing statement includes:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);
- (b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;
- (c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;
- (d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- (e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;
- (f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;
- (g) all proceeds of casualty insurance on the Project or any part thereof;
- (h) any real estate tax rebates or refunds which Borrower is entitled to receive;
- (i) any amounts in the Project's accounts or funds described in this Deed of Trust.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Nos. 543 and 544 of PATAPSCO PARK, situate at Pumphrey's Station on the Fifth Election District of Anne Arundel County as shown on the Plat of the Patapsco Park Land Company, which Plat is dully recorded among the Plat Records of Anne Arundel County in Plat Book G.W.1, folio 31 and which said lots are described as fronting 60 feet on Elizabeth Avenue at the intersection of Elizabeth Avenue and Hoffman Avenues with an even depth of 120 feet. (Now Plat Book 12, folio 8).

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust.

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$612,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: *Aug. 23*, 1988

FINANCING STATEMENT

RECORD FEE 13.00
POSTAGE .50
#279620 C237 R02 T15:51
09/13/88

- 1. Debtor: Address:
SPRING LAKE BUILDERS, INC. P.O. Box 6462
Annapolis, Maryland 21401
- 2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

13.00
13.50



4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SPRING LAKE BUILDERS, INC.

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

BY

*By [Signature] Executive
officer for Spring Lake
Builders, Inc.*

By

Thomas K. George
Executive Vice-President

SLFS703.169 GI-1

SCHEDULE A

DESCRIPTION OF PROPERTY

ALL THOSE TWO (2) LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 1 and 13 as shown on a Plat entitled "SOUTH RIVER SPRING LAKES, Section V, Plat One," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, page 34.

08690-19858

MARYLAND NATIONAL BANK

274539

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 625,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s): Route 175 Associates Address(es): 2066 Lord Baltimore Drive
Baltimore, Maryland 21207

RECORD FEE 12.00
POSTAGE .50
#279650 C237 R02 T15:55
09/13/88

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
10 Light Street
~~XXXXX~~ 19th Floor
Baltimore, Maryland 21202
Attention: _____

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 25, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
ROUTE 175 ASSOCIATES
By: Leroy N. Merritt (SEAL)
Managing Partner (SEAL)

Secured Party
MARYLAND NATIONAL BANK
By: Michael L. Dietrich (SEAL)
Michael Dietrich
Richard C. Springer, Vice President
Type name and title

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

All that lot of ground containing 4.14 acres, designated as Lots 4 and 5 on a Plat recorded among the Land Records of Anne Arundel County in Liber G.W. 22, folio 452, and acquired by Deed from Samuel Schenker and Albert J. Goodman, Trustees to Louis Brodsky and Bessie Brodsky, his wife, dated August 31, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1510, folio 146 (Parcel 10 in said Deed).

Saving and Excepting therefrom so much of the said property described in the following instruments:

Deed dated March 31, 1967 and recorded among the Land Records of Anne Arundel County in M.S.H. No. 2055, folio 87 by and between Louis Brodsky and Bessie Brodsky, his wife unto the State Roads Commission of Maryland; and

Deed recorded among the Land Records of Anne Arundel County in Liber FAM No. 184, folio 263 to the State of Maryland to the use of the State Roads Commission of Maryland.



Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

1880234

532-171

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXX Liber No. 523 Page No. 520
Roll No.

Identification No. 271884 Dated February 22, 1988

Anne Arundel County Financing Statement Records

1. Debtor(a) { Ferndale Township Limited Partnership
Name or Names—Print or Type
100 West Maple Road, Linthicum, Maryland 21090
Address—Street No., City - County State Zip Code

a) Mercantile Mortgage Corporation
200 E. Redwood Street, Baltimore, MD 21202

2. Secured Party { Name or Names—Print or Type
b) Mercantile-Safe Deposit and Trust Company

Address—Street No., City - County State Zip Code
Two Hopkins Plaza, Baltimore, MD 21201

3. Maturity Date (if any) February 21, 1990

RECORD FEE 10.00
POSTAGE .50
#279960 0237 R02 T16:26
09/13/88

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>

The Principal Sum secured hereunder shall be increased from One Hundred Sixty Thousand Dollars (\$160,000.00) to One Hundred Seventy-Five Thousand Two Hundred Dollars (\$175,200.00) and shall also secure the increase in the Principal Sum by subjecting an additional parcel of ground to the lien of the above referred to Financing Statement as said parcel is more particularly described in Exhibit "A" attached hereto and made a part hereof.

1000
50

Debtor:

Ferndale Township Limited Partnership, a Maryland Limited Partnership

By:

[Handwritten Signature]
Kenneth A. Pippin
General Partner

Secured Parties:

Mercantile Mortgage Corporation

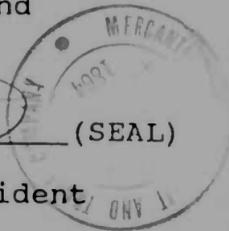
By:

[Handwritten Signature] (SEAL)
Paul W. Parks,
President

Mercantile-Safe Deposit and Trust Company

By:

[Handwritten Signature] (SEAL)
Paul A. Stuart
Vice President



Dated: 8-29-88, 1988

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044

LBR/dca
42209/8470

A. H. Co.

274540

BOOK 532 PAGE 173

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es) Chesapeake Sprinkler Company, Inc. 7221 Grayburn Drive Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loans Gloria Bloton Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Sprinkler Contracting (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 301.00
#190720 CTTT R03 T09:04
09/14/88

RECORD FEE 1.20
RECORD FEE 10.80
POSTAGE .50
#179990 CTTT R03 T14:25
09/13/88

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$43,000.00

DEBTOR:

SECURED PARTY:

Chesapeake Sprinkler Company, Inc.
(Type Name)

SIGNET BANK/MARYLAND

By: David J. Anderson, President

By: Gerald A. Muccioli, Assistant Vice President

By: _____

(Type Name)

9/19/88 19
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11
301 -
50

B2031

10/31 \$3.50

aa

BOOK 532 PAGE 174

274545

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____
This is a conditional sales contract

If this statement is to be recorded in land records check here

This financing statement Dated 8/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Francis X. Shadle And Sharon Shadle DBA Glen Burnie Sports & Awards
Address 4 Crane Highway NW, Glen Burnie, MD 21061

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address P.O. Box 13428, Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Computerized embroidery machine including 2 styles of lettering
- 1 - Cassette Reader
- 1 - Memory Card
- 1 - Old English Cassette
- 1 - Full Block Cassette
- 1 - Fancy Script Cassette

RECORD FEE 13.00
POSTAGE .50
#181029 CTT7 R03 715+05
09/14/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

13.80

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PLEASE SIGN HERE

Francis X. Shadle
(Signature of Debtor)

Francis X. Shadle and Sharon Shadle DBA Glen Burnie Sports & Awards
Type or Print Above Name on Above Line

Francis Shadle owner
(Signature of Debtor)

Shirley Camilli
(Signature of Secured Party)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.
Type or Print Above Signature on Above Line
Shirley Camilli

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 253031 recorded in
Liber 475, Folio 525 on August 2, 1984 at Circuit Ct. Anne Arundel County
Date Location

1. DEBTOR(S): Gene Adams' Gold, Silver, Coin, Stamp and Antique Center, Inc.
T/A Gene Adams Co., Inc.
 Name(s) _____
1 Foundry Street, Savage, Maryland 20763
 Address(es) _____

2. SECURED PARTY:
Maryland National Bank
 Name _____
7133 Rutherford Road, Baltimore, Maryland 21207
 Address _____

Person and Address to whom Statement is to be returned if different from above.
RECORD FEE 10.00
POSTAGE .50
#181030 0777 R03 115:08
09/14/88

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

9. SIGNATURES.

SECURED PARTY
MARYLAND NATIONAL BANK
By Anne E. Quirk
Anne E. Quirk, Assistant Vice President
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1050

MARYLAND FINANCING STATEMENT

BOOK 532 PAGE 176 274517

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE DLD Associates Limited Partnership T/A Truckers Inn
7401 Assateague Drive (Name or Names) Jessup, Maryland 20794
(Address)

LESSEE CFSL 2914
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings and Loan Association
2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

- 2- Kold Draft Ice Machine
2- GB603WK Ice Machine Heads
1- GBN 1800WD Ice Storage Bin

RECORD FEE 13.00
POSTAGE .50
#181010 DT77 #03 115#04
09/14/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE DLD Associates Limited Partnership
T/A Truckers Inn
By: Lawrence R. Rachuba (Title)
Lawrence R. Rachuba, General Partner
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager (Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

13.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCCT BOOK 532 PAGE 177 Identifying File No. 071548

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/12/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SIGMUND & BONNIE BOBERG

Address 222 PEGASUS CT GAMBRILLS, MARYLAND 21054

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY

ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#120950 0177 HQ3 T15:01
09/14/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# T-1400 SN#/6298
- 1 NEW JACKSON TRAILER MN# TC10

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-815349

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sigmund K. Boberg
(Signature of Debtor)

SIGMUND BOBERG
Type or Print Above Name on Above Line

Bonnie D. Boberg
(Signature of Debtor)

BONNIE BOBERG
Type or Print Above Signature on Above Line

[Signature] SECY-TREAS.
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.
Type or Print Above Signature on Above Line

1850

BOOK 532 PAGE 178

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

HOLIDAY RAMBLER CORPORATION
65528 STATE ROAD 19
WAKARUSA, IN. 46573

HELLER FINANCIAL, INC.
200 N. LASALLE
CHICAGO, IL. 60601

RECORD FEE 10.00
POSTAGE .50
#180960-0177 R03 114:59
09/14/88

This Statement refers to original Financing Statement No. 266008 508 39
Date filed: 2/9/87, 19 File with ANNE ARUNDEL CO, MD.

- A. CONTINUATION.....The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE...From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT..... The financing statement bearing the above file number is amended.
 - To show the Secured Party's new address as indicated below.
 - To show the Debtor's new address as indicated below.
 - As set forth below.

PARKWAY DISTRIBUTORS DIVISION HAS RELOCATED THEIR WAKARUSA LOCATION TO:
52649 LEER COURT
P.O. BOX 4425, ELKHART, INDIANA 46514-0426

Michael R. Myers
HOLIDAY RAMBLER CORPORATION (Debtor) HELLER FINANCIAL, INC. (Secured Party)

Dated: August 3, 19 88 By: *W. J. [Signature]*
(Signature of Debtor, if required) (Signature of Secured Party)

(1) FILING OFFICER COPY—^{10.50} **NETICAL**
This form of Financing Statement is approved by the Secretary of State.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

74550

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 8/16/88, Schedule # 01, dated 8/16/88 between Assignor as Lessor and LEASE ACCOUNT # 518088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 9/7/88 between Assignor and Assignee:

(2) Two NLB model 10150D Liquid Blaster S/N's 6802090 & 586101

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#180900 6777 R03 114756
09/14/88

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Susan Thompson
(Signature of Secured Party)

Susan Thompson, Vice President
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1736

1470

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271551

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
11:00 AM 09/14/88
11:00 AM 09/14/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 20, 1988 Schedule # 01, dated July 20, 1988 between Assignor as Lessor and LEASE ACCOUNT #773035 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 10, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1750

1421

Head Turners, Inc.

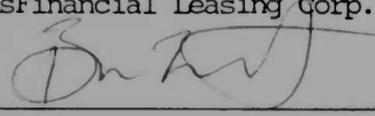
Schedule 01

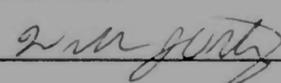
EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) one	Belm. Rabbit Captain Mani Client Chairs on base
(1) one	K-Line Mani-Table Combo w/light
(5) five	Ergospec #B-2 Mani/Receptionist Stools, airlift
(1) one	Ergospec #D-1-L-3 Air Lift Make-Up Stool w/arms
(1) one	Custom 24 pc. uph. Arc Sofa Pads
(1) one	Custom 2 pc. Island Desk w/3 drawers, lock and cabinet
(3) three	Metro High Tech. 72, 60 & 48 5 Shelf Retail Racks
(1) one	Round Chrome Umbrella Stand
(2) two	Mini Coffee Tables
(12) twelve	Custom Wall-Mount Styling Sections w/double drawers
(1) one	Custom Tinting Top, no drawers
(14) fourteen	#7771 30" dia Mirrors w/bevel edges
(12) twelve	Belm. Rabbit Captain Styling Chairs on special fantasy base
(2) two	All purpose belm. matching Tinting Chairs
(5) five	Belm. Rabbit Captain Dryer Chairs w/dryers
(1) one	Belv. Climazon on Rollers
(4) four	Belv.#0260C Shampoo Bulkheads
(1) one	Facial Lounge
(2) two	Hawaii Merittan Sunbeds w/remote Timer
(3) three	Custom Built Wood 1/2 Round Arches
(1) one	Multi Cure Double Arch
(2) two	Belm. Vented Deluxe Manicure Tables
(2) two	Deluxe Chrome Stand-up Ashtrays
(2) two	Metro Storage Racks
(1) one	Metro Closet Storage Shelf 18 x 60 x 74 H

TransFinancial Leasing Corp.

Irvington Federal Savings & Loan Association

BY: 

BY: 

TITLE: Bruce J. Winter, Vice President

TITLE: William J. Ottey, President

bjw6.headturn.eq

532 DATE 182

274552

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 7/18/88, Schedule 0 n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 881007 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 30, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 86031351 with WS-20 Retro-Fit

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sargo, III
(Signature of Debtor)

Frank J. Sargo, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE .50
#180920 CTTT R03 T14:56
09/14/88

Filed with Anne Arundel County

152

1472

Acc. #087-06-538409

Anne Arundel County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 250252 Dated 1-3-84

Record Reference Liber 468 Page 597

2. DEBTOR is:

Name: Rafter Roy Steve (Last Name First)

Address: Lot 23 Summerhill Pk. Crownsville Maryland 21032

3. SECURED PARTY is:

Name: SIGNET BANK/MARYLAND CONSUMER LOAN DEPT. P. O. BOX 1573 BALTIMORE, MD. 21203

RECORD FEE 10.00 POSTAGE .50 #180730 C/TT R03 T14:57 09/14/88

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Maryland

Date: 8-29, 19 88

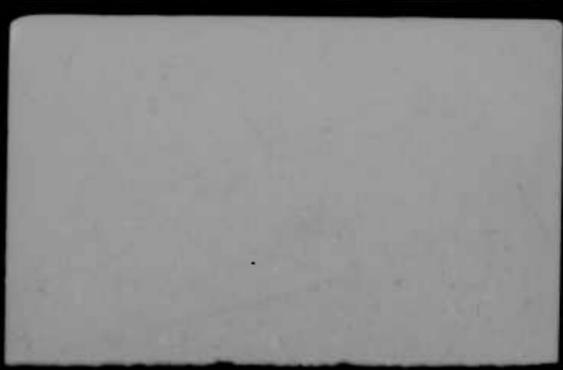
By: Bremen I Trail (Title)

012-1721-0037

Bremen I. Trail Assistant Vice President

J. M. HITCH

Terms \$10.00 Postage .50 \$10.50



Acc. #087-68-466719

Anne Arundel County

BOOK 532 PAGE 184

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 260252 Dated Feb. 3, 1986

Record Reference Liber 494 Page 329

2. DEBTOR is:

Name: Bolin Myrtle C. (Last Name First)

Address: 9 Summerhill Park Crownville, Md. 21032

GK RECORD FEE 10.00
POSTAGE .50
#150940 0777 R03 114:58
09/14/88

3. SECURED PARTY is:

Name: SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
Address: BALTIMORE, MD. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Maryland

Date: 8-26-1988

By: Bremen I Trail (Title)

012-1721-0337

Bremen I. Trail
Assistant Vice President

Term - \$10.00
Postage .50
\$10.50

J. M. HITCH

Acc. #005-06-491105

Anne Arundel County

BOOK 532 PAGE 185

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 244051 Dated Aug. 31, 1982

Record Reference Liber 453 Page 406

2. DEBTOR is:

Name: Jones William J. (Last Name First)

Address: 1378 Hanover Road Hanover, Md. 21076

RECORD FEE 10.00
POSTAGE .50
#180950 CITY R03 T14:58
09/14/88

3. SECURED PARTY is:

Name: SIGNET BANK/MARYLAND

Address: CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Maryland

Date: 8-26-1988

By: Bremen Trail (Title)

Bremen Trail
Assistant Vice President

012-1721-0537

Term \$10.00
Postage 50
\$10.50

J. M. HITCH

STATE OF MARYLAND

BOOK 532 FINANCING STATEMENT FORM UCC-1

Identifying File No. 74553

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cinco Electric, Inc.
Address 1221 Wilson Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70, Glen Burnie, MD 21061

Charles W. Ayres, Jr., P.O. Box 670, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at Cinco Electric, Inc., 1221 Wilson Road, Glen Burnie, Maryland. All Debtor's inventory.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

CINCO ELECTRIC, INC.

By: Donald H. Thomas
(Signature of Debtor)

Donald H. Thomas, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

By: Stephen G. Boyd
(Signature of Secured Party)

Stephen G. Boyd, Senior Vice Pres.

Type or Print Above Signature on Above Line

274554

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Champion Realty, Inc.
541-B Baltimore Annapolis Blvd.
Severna Park, Md. 21146

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR: **EQUITABLE BANK, N.A.**
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
1 Eagle Telephone System including: 1) Eagle Contol Unit, 2) 6 Circuit Trunk Cards, 1) 32 Circuit Station card, 1) Command Module BLF/DSS, 1) 20-Button Telephone 600107, 15) 10-Button Telephones 600100, 3) Wall Mount Kits, 27) 20-Button Telephones/Eagle STD 600103, 1)32 Circuit Station Card, 1) 10 Line Lightning Protection

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: Same as Above

RECORD FEE 11.00
POSTAGE .50
#181580 0777 HQ3 113-51
09/15/88

LESSEE
Champion Realty, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Carol M. Ross

BY: Deborah Scherr

PRINT NAME & TITLE:
CAROL M. ROSS, CONTROLLER

Deborah Scherr, Credit Manager

FILING OFFICER: Please record and return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-6608

D-05-01 REV. 3/88

11.50 41 - May 26, 1988:

STATE OF MARYLAND

BOOK 532 PAGE 188
FINANCING STATEMENT FORM UCC-1

Identifying File No. 274555

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/13/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name IRVING WOOD
Address 964 MT AIRY RD DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#18110 0777 R03 11:54
09/15/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# G6200H SN# 33550
- 1 NEW KUBOTA MOWER MN# RC48G SN# 30673
- 1 NEW KUBOTA BLADE MN# SN#

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-815575

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Irving Wood
(Signature of Debtor)

IRVING WOOD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Secy

SECY-TREAS.

(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

11-50

BOOK 532 PAGE 189

274556

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and addresses Clinica Microsystems d/b/a Sarah Medical, Inc. 3922 Veno Rd., Suite L Baltimore, MD 21227	2 Secured Party(ies) and addresses Kontron Instruments, Inc. 9 Plymouth St. Everett, MA 02149	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #131640 CYTD R03 T13:56 09/15/88

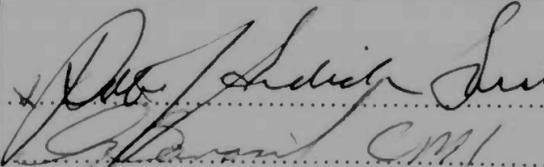
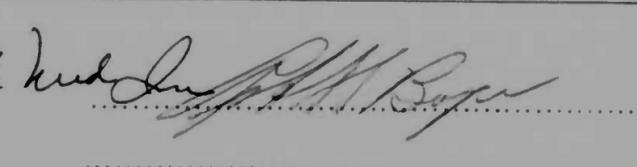
7. This financing statement covers the following types (or items) of property:

All Kontron products and merchandise sold or delivered by Kontron and all proceeds from the sale or delivery of such products.

K102335

Not subject to recordation tax filing is to perfect a security interest in inventory.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	 Signature(s) of Debtor (Or Assignor)	 Signature(s) of Secured Party (Or Assignee)
--	---	--

274558

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Sch 01

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/29/88, Schedule # 01, dated 6/29/88 between Assignor as Lessor and LEASE ACCOUNT # 892608 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 23, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 13.00
POSTAGE .50
M182020 C111 R03 T14:23
09/15/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

1350
Filed with Anne Arundel County

1469

EQUIPMENT LIST

- (1) One Food Warmer
- (1) One Custom Stainless Steel Cabinet
- (1) One Built-in roll warmer
- (1) One Sandwich unit
- (1) One Custom Sneeze guard
- (1) One Griddle
- (1) One Sandwich unit
- (1) One Stainless Steel work surface
- (1) One Boxing table w/ice pan and food
- (1) One Custom sneeze guard
- (1) One Griddle stand with up draft
- (1) One Double pizza oven
- (1) One Custom oven hood
- (1) One Custom Stainless steel work surface
- (1) One Cooler/Freezer shelving
- (1) One Storage Shelving
- (1) One Custom walk in freezer 4' 9 1/2"
- (1) One Wall mounting shelves
- (1) One 40 gallon kettle standard
- (1) One Stainless steel portable cart
- (1) One Slicer
- (1) One Stainless steel work table
- (1) One Ice machine, air cooled
- (1) One Food warmer 14' x 23' x 12-3/8
- (1) One Stainless steel cabinet 30' x 39' x 36'
- (1) One Built in roll warmer 29-1/4' x 21-1/2' x 21-1/8'
- (1) One Sandwich unit 45-1/8' x 30' x 36'
- (1) One 4'0' sneeze guard
- (1) One Griddle 60' x 24' x 13'
- (1) One Jet spray unit 16' x 8-1/2' x 23-1/4'
- (1) One Mist spray
- (1) One Sandwich unit 27' x 30' x 36'
- (1) One Register 16-1/2' x 18' x 13'
- (1) One Stainless steel work surface 60' x 36' x 36'
- (1) One Boxing table w/ice pan & food warmer, enclosed base w/intermediate shelf between warmer and cold pan
- (1) One 7'6' sneeze guard

Irvington Federal Savings & Loan
Association

BY: William J. Ottey

TITLE: William J. Ottey, President

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, President

- (1) One Griddle stand with up draft 66' x 30' x 74', plus 8' shelf
- (1) One Double pizza oven, 60' x 45' x 66-1/8" with 6' legs between s/s exterior
- (1) One Oven Hood 66' x 54'
- (1) One Stainless steel work surface with deep drawer and shelf
- (1) One Lot of cooler/freezer shelving to consist of:
 - (15) 1848NK Metroseal Shelves
 - (3) 1836NK Metroseal Shelves
 - (6) 1860NK Metroseal Shelves
 - (32) 74pk metroseal posts, 3 tier
- (1) One Lot of storage shelving to consist of:
 - (6) 1848NC chrome shelves
 - (6) 1836NC chrome shelves
 - (16) 74p posts, 3 tier
- (1) One Walk in freezer 4' 9-1/2' x 5'9' x 7'6' high 1 HP 208/1
- (4) Four Wall Mtd. Shelves
 - (2) 36' x 18
 - (2) 48' x 18
- (1) One 40 gallon steam kettle 3' diameter x 66" height
- (1) One Vulcan Range
- (1) One Exhaust hood
- (1) One Stainless steel portable cart. w/ 2 shelves, 400lb capacity
- (1) One Back-up slicer
- (1) One Slicer 17' x 24'
- (1) One Stainless steel work table 72' x 30' x 36'
- (1) One Ice Machine, air cooled self-contained cuber
- (1) One Pot rack 72" x 12"
- (1) One Sandwich prep unit - star metal RST 45-3E
- (1) One Service Freezer - Dfield 704
- (1) One Pizza Prep table - LaRosa 2562 PT
- (1) One 36 x 36 electric griddle - Keating
- (2) Two Deep Fryers - Keating 10 x 11 CM
- (1) One Exterior sign face
- (1) One Menu Board

Irvington Federal Savings & Loan
Association

BY: William J. Ottey

TITLE: William J. Ottey, President

TransFinancial Leasing Corp.

BY: Frank J. Sarro, III

TITLE: Frank J. Sarro, III, President

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Alvin Eugene O'Dell

744 Governor Bridge Rd.
Davidsonville, MD 21035

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address:

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- (1) EAGER BEAVER MODEL 20HAL TRAILER
SERIAL NO. 1120HA201JT200674

RECORDS FEE 11.00
POSTAGE .50
2310400-0040 R04 T104206
08/15/00

THIS IS A RETAIL SALES AGREEMENT

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Alvin Eugene O'Dell
Alvin Eugene O'Dell

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

744 Governor Bridge Rd.

BY *David J. Rivers*

Davidsonville, MD 21035

FNB 0850

Type or print names under signatures

1100
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated *9/13/88* is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owens Charter Bus Company, Inc.
Address 3910 Old Birdsville Road, Harwood, Maryland 20776

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.
Two (2) new 1988 International Model 1753 school bus S/N's LHVLNZRM4JH562845, and LHVLNZRM2JH562844, with 66 passenger Thomas school bus bodies diesel engines and two-way Motorola radios.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#210470 0040 R04 T16127
09/15/88

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Owens Charter Bus Company, Inc.

Lemon B. Owens, Jr.
(Signature of Debtor)

Lemon B. Owens, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown
(Signature of Secured Party)

W.R. Brown, Asst. V.P.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

A.A. County \$11.50 cm09

FINANCING STATEMENT FORM UCC-1

BOOK 532

PAGE 195

Identifying File No. 274561

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 8/ /88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & C Bus Service, Inc.

Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacements, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

- One (1) new 1988 Chevrolet/Thomas School Bus S/N 1GBL6P1G4JV116908 with a 66 passenger Thomas school bus body and
One (1) new 1988 International/Thomas School Bus S/N 1HVLPCEN4JH514543 with a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
H210480 0040 TR4 116428
09/15/88

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & C Bus Service, Inc.

Signature of Debtor

Robert C Dick, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

Signature of Secured Party

W.R. Brown, Assistant Vice President
Type or Print Above Signature on Above Line

11.00
.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/12/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES J. NAGLE
Address 2733 TARNANS BRANCH CROSSING RD DAVIDSONVILLE, MARYLAND 21035

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# T1400 SN# 16258
- 1 NEW KUBOTA BLADE MN# T2083 SN#
- 1 NEW KUBOTA THATCHER MN# T3038 SN#
- 1 NEW KUBOTA BAG MN# T3014 SN#

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-815597

RECORD FEE 11.00
POSTAGE .50
#210000 0040 104 116131
09/15/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.00
50
James Nagle
(Signature of Debtor)

JAMES J. NAGLE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
SECY-TREAS.

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

274563

BOOK 532 PAGE 197

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
STAGMER, E. BOYD
532 BAY VIEW POINT DR.
EDGEWATER, MD. 21037

2 Secured Party(ies) and address(es)
BECO Investors Limited
Partnership
c/o Jeffrey Lee Cohen
2620 Oakenshield Drive
Rockville, Maryland 20854

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#210580 0040 R04 T16139
09/15/88

4 This financing statement covers the following types (or items) of property:

All of the Debtor's rights, and interest as a Class A Limited Partner in and to the Secured Partner and any successor partnership and all of the Debtor's rights and interests under the Secured Party's Certificate and Agreement of Limited Partnership, as it may be amended from time to time, the net profits and net losses of the Secured Party, any distribution of any nature whatsoever by the Secured Party and proceeds of any of the above.

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

By: E. BOYD STAGMER
[Signature]
Signature(s) of Debtor(s)

BECO INVESTORS LIMITED PARTNERSHIP
By Jeffrey Lee Cohen
[Signature]
Jeffrey Lee Cohen
Signature(s) of Secured Party(ies)
Gen. Partner
Title

(If Filing Officer Copy-Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

CO - \$11.50
RECORDATION - \$350.00

BOOK 532 PAGE 198 274564

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on prin-
cipal amount of \$ 50,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Family Floors, Inc.	1651 Crofton Blvd. Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	2000 CPU, 1.5 MEG. MEMORY, 71 MEG. HARD DISK
1	TAPE DRIVE CONTROLLER
1	MAG. TAPE CART. STREAMER DRIVE
5	4313 VISUAL DISPLAYS
1	200 LPM 132 WIDE PARALLEL PRINTER
5	25 FOOT SERIAL CABLES
1	15 FOOT PARALLEL PRINTER TO CPU CABLE
1	2400 BAUD MODEM

Complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

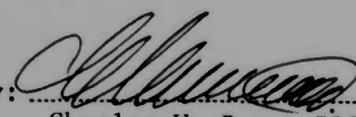
RECORD FEE 11.00
RECORD TAX 350.00
POSTAGE .50
REC'D 010 0000 001 710441
09/15/88

5. Proceeds)
..... Products)
.....) of the collateral are also specifically covered.

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

.....
Family Floors, Inc.

THE CITIZENS NATIONAL BANK

✓ By: 
.....
Charles W. Brown, III, President

By: 
.....
Patrick G. Nolan
Assistant Vice President

By:

Type or print all names and titles under signatures.

11.00
350.00

361.50

274565

Anne Arundel Co
C-02-05989-7

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seay, Henry W. Jr.

Address 1277 LaVall Drive Davidsonville, MD 21035

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry W. Seay, Jr.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

RECORD FEE 11.00
RECORD FEE 2.00
POSTAGE .30
#210630 0040 004 716-43
07/15/88

13' 00"
50'

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Henry W. Seay, Jr.
201 Ritchie Road, Bldg. A Capitol Heights, MD 1277 LaVall Drive Davidsonville, MD 21035
20743

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 Freightliner Model
FLC12064 Dump Truck,
S/N 1FXX2CY91JH323123
**See Schedule "A" attached hereto and made a part hereof for payment schedule.

- (1) TIME SALES PRICE \$ 129,720.80
(2) Less DOWN PAYMENT IN CASH \$ 18,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 111,220.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1277 LaVall Drive Davidsonville, MD 21035

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eleven thousand two hundred twenty and 80/100***** Dollars (\$ 111,220.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 28th day of October, 19 88, and continuing on the same date each month thereafter until paid; the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ **

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, reconvention claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 10, 19 88

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc. (SEAL)

Henry W. Seay, Jr. (SEAL)

By: Patricia M. Fenwick Sec/Treas

By: [Signature] Co-Buyer-Maker

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

BOOK 532 PAGE 201

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may, at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____
(Witness)

Washington Freightliner, Inc. (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: Patricia M. Fenwick Signature of Seller
(Signature: Title of Officer, "Partner" or "Proprietor")

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

274566

DATE: September 8, 1988

BOOK 532 PAGE 202

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 35.00
Taxable Amount of Debt \$ 5,000.00

NAME OF DEBTOR (S): Ocean Systems Research, Inc.

ADDRESS: 2448 Holly Avenue
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
RECORD TAX 35.00
RECORDING COM R04 T16146
09/15/88

11.00
35.00

46.50

DEBTOR(S):

Ocean Systems Research, Inc.
(Company Name)

BY: James K. Andersen Vice President
James K. Andersen, Vice President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell
(Authorized Signature)
Paul R. O'Connell
Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1215.23

If this statement is to be recorded in land records check here.

This financing statement Dated 09-09-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID NANSEL
 Address CCO 11TH ENG FTMEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF MARYLAND INC
 Address 9418 ANNAPOLIS RD
LANHAM MD 20706

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 09-16-89

4. This financing statement covers the following types (or items) of property: (list)

CEREKIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY
Sanyo am/Fm stereo cassette, portable
19" GE color TV
tools 1/4", 3/8" 1/2" 3/4" Drive

Name and address of Assignee

RECORD FEE 11.00
 RECORD TAX 16.30
 POSTAGE .30
 #316639 CASH R04 116147
 09/15/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.00
 10.50
 .50

 22.00

David Nansel
 (Signature of Debtor)
 DAVID NANSEL

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Susan Mathews
 (Signature of Secured Party)

Susan Mathews
 Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 24500

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated Sept. 28 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David W. Barlag

Address 124 Deale Rd. Tracys Landing Deale, Md. 20779

2. SECURED PARTY

Name Chaires Bros. Equip., Inc.

Address Box 258 Queen Anne, Md. 21657

Assigned to: John Deere Company

P. O. Box 65090 West Des Moines, Iowa 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New JD 265 L & G Tractor M00265A479241
- 1 New 10 Cart

RECORD FEE 11.00
 POSTAGE .30
 #210720 C040 R04 T16451
 09/13/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David Barlag
(Signature of Debtor)

David W. Barlag
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co.
(Signature of Secured Party)

John Deere Co.

Type or Print Above Signature on Above Line

11.00
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1-532 PAGE 205 Identifying File No. 274569

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/29/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COOK FINANCIAL SERVICES, INC.
Address 770 RITCHIE HIGHWAY, S-468, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK
Address 7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8/05/93

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE BORROWERS LEASES, INVENTORY, ACCOUNTS RECEIVABLE, AND NOTES RECEIVABLE.

RECORD FEE 11.00
POSTAGE .50
RE10730 5040 404 11/14/82
09/15/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
XX (Proceeds of collateral are also covered)
 COOK FINANCIAL SERVICES, INC.

BY: John T. Cook
(Signature of Debtor)
JOHN T. COOK, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Adolphus W. Emmons, III
(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 532 PAGE 206

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC 3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255474

RECORDED IN LIBER 482 FOLIO 221 ON 2-4-85 (DATE)

1. DEBTOR

Name M.D.J. Co.

Address 2096 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address 11475 Olde Cabin Rd., Creve Coeur, MO 63141

ITT Commercial Finance Corp., 11885 Lackland Rd., Suite 600, St. Louis, MO
Person And Address To Whom Statement Is To Be Returned If Different From Above. 63146-4270

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: XX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00
#210740 0040 004 11645

CK 02/15/85

10.00

Dated 9-12-88

[Signature]
(Signature of Secured Party)

ITT Commercial Finance Corp. 73160014
Type or Print Above Name on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:	RECORD FEE 11.00 POSTAGE .50 MD10010-0040 004 117105 09/15/88
1. Debtor(s) (Last Name First) and Address(es): Cherry Hill Construction, Inc. 8170 Mission Road Jessup, MD 20794	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co. Inc. POB 9595 Baltimore, Md. 21237		
3. (a) This statement refers to original Financing Statement bearing File No. 272251 Filed with Anne Arundel County, Md. Filed 3/30/88 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>			For Filing Officer
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.			
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)			
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.			
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.			
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.			
9. First Virginia Commercial Corporation 6400 Arlington Boulevard Falls Church, Virginia 22042			
10. Signatures: By _____ Debtor(s) (necessary only if item 7 is applicable) By <u>[Signature]</u> Alban Tractor Co. Inc. Secured Party(ies)			
(1) Filing Officer Copy - Numerical		FINANCING STATEMENT CHANGE Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3	

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
 Cherry Hill Construction, Inc.
 8170 Mission Road
 Jessup, Maryland 20794

2. Secured Party(ies) Name(s) And Address(es)
 Alban Tractor Co. Inc.
 POB 9595
 Baltimore, Md 21237

RECORD FEE 11.00
 POSTAGE .50
 #210720 0040 104 117405
 09/15/88

3. (a) This statement refers to original Financing Statement bearing File No. 272753
 Filed with Anne Arundel County Date Filed 5-11-88
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
 7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
 8. Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9. First Virginia Commercial Corporation
 6400 Arlington Blvd.
 Falls Church, VA 22046

10. Signatures:

By _____
 Debtor(s) (necessary only if item 7 is applicable)

Alban Tractor Co. Inc.

By [Signature]

Secured Party(ies)
 Standard Form Approved by
 N. C. Sec. of State
 and other States shown above.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street;

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof; and

(e) All of the Debtor's right, title, and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits, made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts, and (iv) all cash and non-cash proceeds of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

PRESIDENTIAL BUILDERS, INC.

By: Karen G. Connolley (SEAL)
Karen G. Connolley,
President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum, Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

3687x

BOOK 532 PAGE 212

EXHIBIT A

(Property Description)

All those lots or parcels of ground situate in the third assessment district of Anne Arundel County, Maryland as shown and set forth in the Plat entitled "Villa Toscana", recorded among the Plat Records of Anne Arundel County in Plat Book No. 111, folio 46.

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County Clerk of Court
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Daljit Sawhney Medical Assoc., P.A. Address(es): 7422 Baltimore-Annapolis Blvd. Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Attention: Collateral Unit Post Office Box 87 | Mailstop 500-501
Annapolis, Maryland 21404
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

See Schedule A

RECORD FEE 11.00
 RECORD TAX 210.00
 POSTAGE .50
 #282660 0055 R02 T12:56

Debtor: Daljit Sawhney Medical Assoc., P.A.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any: Daljit S. Sawhney, M.D.
President

By: [Signature] (Seal)

By: _____ (Seal)
 Type name and title, if any: _____

Laura R. Richardson, Commercial Banking Officer
 Type name and title: _____

09/16/88

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4012860-9001

11/00
 210.00
 JD

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated June 21, 19 88, and executed by Daljit Sawhney Medical Assoc., P.A., Daljit S. Sawhney, M.D., President.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

- 1 Holter 386 System including: 1)CPU:s/n A000750, 1)Keyboard:s/n 7Y00564
1)Monitor:s/n M0000890, 1)Printer:s/n LP0000730-S
1)Braemar: s/n 225172
- 4 Holter Cassette Recorder: s/n DMS, s/n DMS, s/n DMS, s/n DMS
- 1 E600 Electrocardiograph
- 1 E-310 OPT#1 W/O Copy W/Accy
- 1 Cart, Universal ECG
- 1 Cart Top, ECG MTG (Uni-Cart)

GRANTOR/DEBTOR

By: [Signature] (SEAL)

Name: Daljit S. Sawhney, M.D.

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4012860-901

FINANCING STATEMENT

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. _____ To be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. _____ Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of One Hundred Twenty Five Thousand Dollars (\$125,00.00) in connection with the filing of the Second Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names		Address
	Joseph W. Niermann Eleanor McKay	419 Ferry Point Farm Annapolis, Maryland 21401

6. Secured Party		Address
	The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401

RECORD FEE 14.00
 STAMP FEE .50
 #182540 0777.003 11:39
 09/16/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Second Deed of Trust dated September 13, 1988 from Debtors to John M. Suit, II and David D. Truitt, Trustees (the Second Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Second Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security

1480

LAW OFFICES
 MANIS,
 WILKINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P. O. BOX 1911
 ANNAPOLIS, MD 21404
 (301) 263-8255



interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTORS:

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Joseph W. Niermann (SEAL)
Eleanor McKay (SEAL)

BY: John M. Suit, II (SEAL)
John M. Suit, II - Executive Vice-President

Mr. Clerk: Please return to: Pat Weiss
MANIS, WILKINSON, SNIDER AND
GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 115, as shown on Duvall's Plat of Eastport recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, at Page 31, and being further particularly described as beginning for the same at a point on the northwest side of Eastern Avenue, distant 82' 6" in a northeasterly direction from the north corner of Eastern Avenue and Fourth Street, and running thence in a northeasterly direction with the northwest side of Eastern Avenue for a distance of 82' 6"; thence at right angles in a northwesterly direction for a distance of 132 feet; thence at right angles in a southwesterly direction for a distance of 82' 6"; thence at right angles in a southeasterly direction, 132 feet to the point of beginning.

BEING the same property acquired by Joseph W. Niermann and Eleanor McKay, his wife by deed dated October 1, 1986 from Richard I. Stearns, III, and recorded among the Land Records of Anne Arundel County in Liber 4174, folio 114.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. To be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of One Hundred Ninety-Six Thousand Eight Hundred Dollars (\$196,800.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names	Address
Joseph W. Niermann Eleanor McKay	419 Ferry Point Farm Annapolis, Maryland 21401

6. Secured Party	Address
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401

RECORD FEE 14.00
POSTAGE .50
#182580 07/17 R03 T13:40
07/15/88

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 13, 1988 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security

146

AB004.SD

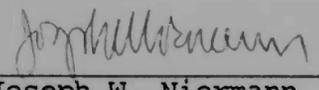
LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

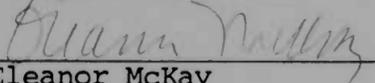
DEBTORS:

SECURED PARTY:

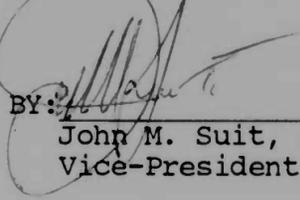
THE ANNAPOLIS BANKING AND
TRUST COMPANY



Joseph W. Niermann (SEAL)



Eleanor McKay (SEAL)


BY: _____ (SEAL)
John M. Suit, II - Executive
Vice-President

Mr. Clerk: Please return to:

Pat Weiss
MANIS, WILKINSON, SNIDER AND
GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered 7N of a Condominium Regime known as "RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE I, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 38, as Plat 21 through 24, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws recorded among the aforesaid Land Records.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$8,900,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Sept. 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name West Ridge Limited Partnership, a Maryland limited partnership
Address c/o Alexandria Management Corporation, Suite 700
901 North Washington Street, Alexandria, Virginia 22314

2. SECURED PARTY

Name SOVRAN BANK, N.A.
Real Estate Finance Department
Address PO Box 27025
Richmond, Virginia 23261

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) ~~XXXXXXXXXXXXXX~~

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 14.00
POSTAGE .50
#282840 C237 R02 T14:36
09/16/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit B attached hereto and made a part hereof.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

PLEASE RETURN TO:
SETTLEMENT OFFICE
Lerch, Early, Roseman & Frankel
CHARTERED
10th. FLOOR
3 BETHESDA METRO CENTER
BETHESDA, MD. 20814-5357

WEST RIDGE LIMITED PARTNERSHIP, a Maryland limited partnership

(Signature of Debtor)

By: Alexandria Management Corporation,
General Partner
Type or Print Above Name on Above Line

By: *Charles Henry Smith*
(Signature of Debtor)
Charles Henry Smith
Chief Executive Officer

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

14/00/88

EXHIBIT A

All fixtures, machinery, equipment, building materials and other personal property of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used, in connection with the operation of the real estate described on Exhibit B attached hereto, as a part hereof (the "Real Estate"), including, but without limitation, heating, air conditioning, cooking, refrigerating, plumbing, and electrical apparatus and equipment, boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ventilating and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, elevators, escalators, partitions, mantels, built-in mirrors, disposals, washers, dryers, window shades, blinds, screens, storm sashes, storm doors, awnings, carpeting, underpadding, drapes, plants and shrubbery, and furnishings of public spaces, halls and lobbies, all of which personal property, including replacements thereof and additions thereto, shall be deemed part of the Real Estate (and Debtor hereby declares such personal property to be part of the Real Estate, whether attached thereto or not).

All of the Debtor's right, title and interest in, to and under (i) the Contract dated as of September 15, 1987 by and between Curtis Equities, Inc. and John H. Meekin, D.B.A. Hamilton Design Group, (ii) the License Agreement dated as of January 12, 1988 by and between the Debtor and Days Inns of America Franchising, Inc., (iii) the Management Agreement dated as of March 8, 1988 by and between the Debtor and Alexandria Management Corporation and (iv) the Contract dated September 12, 1988 by and between the Debtor and Oakley & Williams Construction, Inc.

(4)

EXHIBIT "B"

Lot #5 as shown on the plat entitled "Commons Corporate Center, WB-1 Industrial Park District, Harmans, MD", which plat was recorded on June 30, 1988 among the Plat Records of Anne Arundel County, Maryland as Plat Nos. 5892 and 5893 in Book 112, folios 17 and 18.

Together with an appurtenant easement providing for access from Lot #5 across Lots #1 and #3 to Dorsey Road as set forth in that certain Deed of Easement by and between Commons Office Research Partnership and West Ridge Limited Partnership dated March 8, 1988, recorded on March 10, 1988 among the Land Records of Anne Arundel County, Maryland in Liber 4561, folio 397.

Together with a non-exclusive thirty (30) foot access easement across Mellon Road providing for the non-exclusive access and use to Relocated Ridge Road and Ashton Road, as shown on the plat entitled "Commons Corporate Center, WB-1 Industrial Park District, Harmans, MD".

FINANCING STATEMENT

1. Name of Debtor: RITCHIE COURT LIMITED PARTNERSHIP
Address: P. O. Box 370
Queenstown, Maryland 21658
2. Name of Secured Party: EQUITABLE BANK, NATIONAL
Address: ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department
3. This Financing Statement covers the following types (or items) of property.

RECORD FEE 13.00
POSTAGE .50
#282960 C237 R02 T15:10
09/16/88

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Amended and Restated Deed of Trust, Assignment and Security Agreement dated August 11, 1988, from Debtor to Philip Carroll and Hunter F. Calloway, Trustees, which Amended and Restated Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

1350

532-225

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

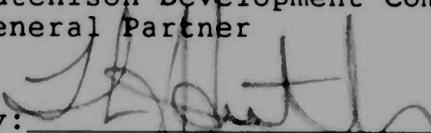
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Amended and Restated Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

RITCHIE COURT LIMITED PARTNERSHIP
By: Hutchison Development Company, Inc.,
General Partner

By:  (SEAL) ^{PRES.}

Thomas J. Hutchison, President

By: Gilligan Development, Inc.,
General Partner

By:  (SEAL)

W. Dennis Gilligan, President

DATED: August 11, 1988

(Mr. Clerk: Return to Gloria J. Duddy
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 800
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and
Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement
Records

2 of 2

 **COMMONWEALTH**
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

SHC:8/03/88:0007C

Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

1881256

274585

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Omega Disposals, Inc.
(Name or Names) Glen Burnie, Maryland 21061
344 Marley Neck Road
(Address) CFSL 2947

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
of LESSOR (Name or Names) Baltimore, Maryland 21234
2001 E. Joppa Road
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1- Toshiba, Model 4121, Copier w/Cabinet

RECORD FEE 11.00
POSTAGE .50
#211120 COMD RM 70434
09/19/80

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Omega Disposals, Inc.
By: Roger J. Weaverling III
(Title) President
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.00
50

(xx) Not Subject to Recordation Tax (C/S/C)

274585

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Omega Disposals, Inc. (Name or Names) 344 Marley Neck Road (Address) Glen Burnie, Maryland 21061

LESSEE (Name or Names) (Address) CFSL 2947

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings and Loan Association (Name or Names) 2001 E. Joppa Road (Address) Baltimore, Maryland 21234

4. This financing Statement covers the following types (or items) of property:

1- Toshiba, Model 4121, Copier w/Cabinet

RECORD FEE 11.00
POSTAGE .50
#21120 0040 RW 70934
05/19/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Omega Disposals, Inc.
By: Roger J. Weaverling (Title) President
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Manager
(Type or print name of person signing)

By: (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.00
.50

BOOK 532 PAGE 224

274584

FINANCING STATEMENT

1. Name of Debtor: RITCHIE COURT LIMITED PARTNERSHIP
 Address: P. O. Box 370
 Queenstown, Maryland 21658

2. Name of Secured Party: EQUITABLE BANK, NATIONAL
 ASSOCIATION
 Address: 100 South Charles Street
 Baltimore, Maryland 21201
 Attn: Real Estate Finance
 Department

RECORD FEE 13.00
 POSTAGE .50
 #282960 0237 R02 T15:10
 09/16/88

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Amended and Restated Deed of Trust, Assignment and Security Agreement dated August 11, 1988, from Debtor to Philip Carroll and Hunter F. Calloway, Trustees, which Amended and Restated Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

1350

532 - 225

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

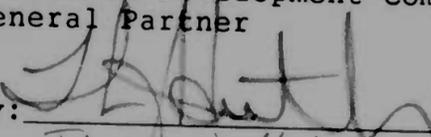
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Amended and Restated Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

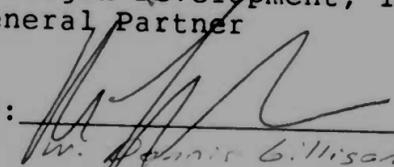
5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

RITCHIE COURT LIMITED PARTNERSHIP
By: Hutchison Development Company, Inc.,
General Partner

By:  (SEAL) *THOMAS J. HUTCHISON PRES.*

By: Gilligan Development, Inc.,
General Partner

By:  (SEAL) *W. DENNIS GILLIGAN, PRESIDENT*

DATED: August 11, 1988

(Mr. Clerk: Return to Gloria J. Duddy
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 800
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and
Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement
Records

2 of 2

SHC:8/03/88:0007C

 **COMMONWEALTH**
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Suite 1524, The World Trade Center, Baltimore, MD 21202-3041

1881256

(xx) Not Subject to Recordation Tax (C/S/C)

274585

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Omega Disposals, Inc.
(Name or Names)
344 Marley Neck Road Glen Burnie, Maryland 21061
(Address)
LESSEE CFSL 2947
(Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
(Address)

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
Of LESSOR (Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1- Toshiba, Model 4121, Copier w/Cabinet

RECORD FEE 11.00
POSTAGE .50
HE11120 0040 R04 T04134
09/19/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Omega Disposals, Inc.
By: Roger J. Weaverling III
Roger J. Weaverling (Title) President
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.00
.50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Marquette Medical, Inc.

(Name)

2134 Espey Ct. #7

(Address)

Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Peggy A. Hall

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached Schedule "A"

11-00
50

RECORD FEE 11.00
 POSTAGE .05
 POSTAGE .45
 #211120 COWS FOR 10/1/33
 09/19/08

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

(Seal)

Earl D. Marquette, Jr. (Seal)

(Signature)

Earl D. Marquette, Jr., Pres.

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

ACCOUNTS

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Inventory

(1) all of the Debtor's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here.

This financing statement Dated Sept. 15, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HARDIN-HUBER, INC.
Address 1230 Cronson Blvd., Crofton, MD. 21114

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Ingersoll-Rand P175WD Air Compressor

Name and address of Assignee
CONCORD COMMERCIAL CORP.
210 Goddard Blvd.
King of Prussia, PA. 19406

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

RECORD FEE 11.00
POSTAGE .50
M211170 0040 R04 T09145

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

09/19/88
E

1100
50

- XX (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

HARDIN-HUBER, INC.

Donald L. McHenry (Signature of Debtor) (Title)

Donald L. McHenry
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

Bradley W. Berger (Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

532-230

-231

#'s not used

9-19-88

532-230

-231

#'s not used

9-19-88

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

(8NK) Name Valueline
Address 6855 Deerpath Road, DORSEY, MD 21227

2. SECURED PARTY

Name AMERICAN AIRLINES, INC.
SABRE Contracts/MD 4390
Address P.O. Box 619616
DFW Airport, TX 752619616

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All estates, right, title, and interest of Lessee, now or hereafter acquired in and to: The Lessee and Lessor intend this Transaction to be a true lease. This Financing Statement is presented for filing pursuant to and in accordance with Section 9408 of the Uniform Commercial Code.

Name and address of Assignee

RECORD FEE 11.00
#211330 0040 004 110713
09/19/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Valueline by American Airlines, its agent by:

N.H. Becker
(Signature of Debtor)

N.H. BECKER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Darwin K. Wallis
(Signature of Secured Party)

AMERICAN AIRLINES, INC.

Type or Print Above Signature on Above Line

1100

[Handwritten mark]

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F21-7 U.C.C. 1/82

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.D. 232364 recorded in
Liber 424 Folio pg594 on April 30, 1980 (Date).

1. DEBTOR(S):
 Name(s) John Hewlett and Joyce Hendricks Wood
 Address(es) 7916 Cliff Rock Court, Springfield, VA 22153 Anne Arundel

2. SECURED PARTY:
 Name First New England Financial Corporation
 Address 326 First Street, Suite 26, Annapolis, Maryland 21403
First Pennsylvania Bank N.A. 1500 Chestnut Street Phila., Pa. 19101
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 12.00
#211340 0040 104 T10414
07/19/80

9. SIGNATURES.

SECURED PARTY

First New England Financial Corporation
By [Signature]
Thomas O'Neill AVP
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
Type name of Company and Name and Title of
Authorized Signer.

1200

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>RIEDEL, PHILIP L. 7158 OHIO AVE HANOVER, MD 21076</i>	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT COMPANY P.O. BOX 637 MECHANICSVILLE, VA 23111
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

*ONE FORD AE3136 1310 TRACTOR S/N WE 00830
ONE FORD 770 LOADER w/60" bucket
ONE FORD 757 6' BACKHOE*

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

RECORDING FEE 11.00
2011500 0040 R04 T10-33
09/12/10

Filed with:

Philip L. Riedel

(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT COMPANY

(NAME OF SECURED PARTY)

BY: *[Signature]*

11.00



274590

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Colonial Electric Company, Inc.
Address: 148 Defense Highway
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Bank & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
POSTAGE .50
#184620 C777 R03 114:22
09/19/88

4. This Financing Statement covers the following types (or items) of property: Accounts receivable and contract rights now existent or hereafter created and all proceeds thereof; subject only to a security interest in favor of MCA Insurance Company on any and all bonded projects, along with the Borrowers equipment, now owned or hereafter acquired and all their proceeds.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):
Colonial Electric Company, Inc.

Secured Party:
Annapolis Bank & Trust Company
(Type Name of Dealership)

By: *Robert H. Katski* Pres.
Robert H. Katski, President

By: *[Signature]*
(Authorized Signature)
John M. Suit, II, Executive Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Derek A. Siemon, D.D.S.

1833-G Forest Drive
Annapolis, MD 21401

RECORD FEE 11.00

RECORD TAX 105.00

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

POSTAGE .50

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All furniture, fixtures, equipment and accounts (AR) now owned and hereafter acquired by Borrower, and all proceeds (cash & non-cash) of such furniture, fixtures, equipment and accounts (AR).

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Derek A. Siemon, D.D.S.

Secured Party (or Assignee)

Derek A. Siemon D.D.S.
By: Derek A. Siemon

FARMERS NATIONAL
BANK OF MARYLAND

BY *R. Michael Shymansky*
R. Michael Shymansky
Assistant Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11
105
2

#369210 0345 R01 714#58

09/19/88

532 - 237 - .
- 238

#'s not used

9-19-88

532 - 237 - .
- 238

#'s not used

9-19-88

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Kors Marlar Savage & Associates of Maryland, Inc. 410 Severn Avenue, Suite 403 Annapolis, Maryland 21403	2. Secured Party(ies) and address(es) Bay National Bank 2661 Riva Road, Bldg. 700 Annapolis, Maryland 21401	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 MARYLAND STATE ARCHIVE 0745 R01 716100
4. This statement refers to original Financing Statement bearing File No. <u>269213</u> Filed with <u>Anne Arundel County</u> Date Filed <u>August 20</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. This amendment is notice that a Security Agreement and/or Promissory Note has been executed by the debtor(s) on September 15, 1988 in favor of the Secured Party in which the amount has increased from \$100,000.00 to \$150,000.00. The conditions of the original financing statement also apply to the additional \$50,000.00.

Original Financing Statement: Book 516 , Page 373

No. of additional Sheets presented: _____

Kors Marlar Savage & Associates of Maryland, Inc.	Bay National Bank
By: <u>H. Edward Muendel</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <u>John J. Feldman III</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical H. Edward Muendel, President	STANDARD FORM - FORM UCC-3 John J. Feldman III Vice President

10
✓

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1/XXXXX (Last Name First) and address(es)
Licensor
Hutzler Brothers Company
One East Joppa Road
Delaney Valley & Joppa Roads
Towson, Maryland 21204

2/XXXXX Party(ies) and address(es)
Licensee
Columbus Camera Group
55 East Blake
Columbus, Ohio 43202

For Filing Officer (Date, Time, Number, and Filing Office)
POSTAGE .50
#283760 0055 R02 T08:35
09/20/88

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

This financing statement is being filed to notify all parties that Licensee intends to bring photo equipment, electronics, and supplies into the Hutzler stores at Harundale Mall, 100 Harundale Mall, Glen Burnie, Maryland 21061 and Hutzler Brothers, Palace Store, 200 N. Howard Street, Baltimore, Maryland. Said merchandise and proceeds to be the sole and exclusive property of Licensee.

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County Recorder

This instrument prepared by

HUTZLER BROTHERS COMPANY

COLUMBUS CAMERA GROUP

By: *[Signature]*
Signature(s) of XXXXX
Licensor

By: *[Signature]*
Signature(s) of XXXXX
Licensee

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheet Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
RONALD T FRANCE
1501 P FLANDERS LANE
HARWOOD, MARYLAND 20776

2 Secured Party(ies) Name(s) and Address(es)
ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MARYLAND 20613

4 For Filing Officer: Date, Time, No. Filing Office

5 This Financing Statement covers the following type(s) of property
1979 EATON PARK 12208900
45X 24 REDMAN

6 Assignee(s) of Secured Party and Address(es)
Crescent Financial, Inc.
Rooms 1623 Forest Drive Suite 201
Annapolis, MD 21401

To include all furniture, fixtures, appliances, and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

X Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7 The described crops are growing or to be grown on
 The described goods are or are to be affixed to
 The lumber to be cut is on or the log (including oil and gas) is on
*(Describe Real Estate in Item 8) 11.00

No. & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

RONALD T FRANCE X

By LOU ANN ALKIRE X

Signature(s) of Debtor(s)

Crescent Financial, Inc.

By *Debra L. Haughey*

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(1) Filing Officer Copy - Numerical

(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

11-50

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Accessories Ltd.
Address: 32 Lee Street
Annapolis, Maryland 21401

274598

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, all tangible assets, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and all tangible assets whether now owned or hereafter acquired, and all attachments, accessories, additions thereto, substitutions, accessories and equipment therefore, and replacements.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#369140 0345 R01 710137
09/20/86

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s):
.....Accessories Ltd.....
.....BY: Christine McCoy, President.....
.....Christine McCoy, President.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: Dennis L. Ortiz, Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Please Review And Return To:
Bank of America
P.O. Box 247
Annapolis, Maryland 21401

1150

STATE OF MARYLAND

BOOK 532 PAGE 243

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258042
RECORDED IN LIBER 488 FOLIO 437 ON 8/20/85 (DATE)

1. DEBTOR

Name Edmond J. Proulx
Address 306 Legion Ave. Annapolis, MD 21401

2. SECURED PARTY

Name Horizon Financial, F.A.
Address 1100 Masons Mill Bus. Park/ 1800 Byberry Rd.
Huntingdon Valley, PA 19006
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
#210050 2040 104 11107
09/20/88

10.00

Dated September 13, 1988

Karen L. Kannengieszer
(Signature of Secured Party)
Karen L. Kannengieszer, A.V.P. 5791
Type or Print Above Name on Above Line

AA

274509

300 532 PAGE 244

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es) Lessee Green, George & Evelyn 2329-E Forest Drive Annapolis, MD 21401</p>	<p>2. Secured Party (Last Name First) and address(es) Lessor Canyon Capital, Inc. P.O. Box 3710 Laguna Hills, CA 92654</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #012060 0040 004 111109 09/24/08</p> <p>5. Assignee(s) of Secured Party and Address(es) Norwest Leasing, Inc. 1600 W. 82nd St., Ste 120 Minneapolis, MN 55431</p>
--	---	---

4. This financing statement covers the following types (or items) of property:
 Printing Equipment (see attached schedule)
 Lease 800
 RECORDATION TAX DOES NOT APPLY THIS IS A TRUE LEASE

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 12-00
 12-50

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County of Anne Arundel

George and Evelyn Green
 By: [Signature]
 Signature(s) of ~~Debtor(s)~~ Lessee

Canyon Capital, Inc.
 By: [Signature]
 Signature(s) of ~~Secured Party~~ Lessor

CANYON CAPITAL, INC.
 P.O. BOX 3710
 LAGUNA HILLS, CA 92654

BOOK 532 PAGE 245

SCHEDULE C

Annexed to and forming part of

Lease No. 800

- LESSOR -

between Canyon Capital, Inc., Laguna Hills, CA as LESSOR, and

George and Evelyn Green Annapolis, MD as LESSEE.
 (Lessee Name) (City and State)

LOCATION OF EQUIPMENT
2329-E Forest Dr. Annapolis, MD 21401
 (Street Address) (City and State) (Zip)

Quantity	Description: Model No., Catalogue No., or other identification	Price of Equipment	Manufacturer Serial No.
1	A.B. Dick 9860 Press w/dampening system		4066
1	A.B. Dick Blanket Wash Dispenser Can		0488-9992
1	Spray Attachment - Tec		
1	A.B. Dick Drip Pan for Press		5662 4411
1	Itek 430 CPP Camera		88F245 0688
1	714 Baumfolder w/Airfeed		
1	100 Line Screen Kit		69963
1	Challenge Drill (Lincoln)		880175
1	MBM 775 Jogger		616548
1	MBM 18 1/2# Fully Automatic Cutter		
1	Extra Blade		
1	12" Plate Punch		41335
1	101 Electric Stapler		X1351
1	Decco Light Table-Glide Liner		
1	Decco Light Table Lamp		218
1	Central City Shrink Wrap Machine		
1	8 Unit Stack Wagon		
1	Paddington II-Padding Press		
1	Lectro-Stik Waxer		
1	Complete Build Out		
1	Work Stool		
1	Folding Table 2'x6'		
1	Table for Folder		
1	Flammable Storage Bin		
1	Great Plains Accounts Receivable Software		
1	PPTV Estimating Software		
1	Signage		

CERTIFICATE OF ACCEPTANCE

TO: CANYON CAPITAL, INC.
 P.O. BOX 3710
 LAGUNA HILLS, CA 92654

Gentlemen:

10-50

A.A. Co. BOOK 532 PAGE 246
85-164

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber. 489 XXXX Page 143
FO116
Identification No. 258236 Dated 8/30/85

1. Debtor(s) { Soda Pop Shop
Name or Names—Print or Type
401 Grove Ridge Court, Linthicum MD 21090
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 Cathedral Street, Baltimore MD 21201
Address—Street No., City - County State Zip Code

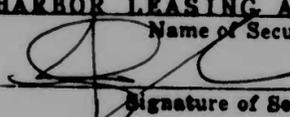
3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#512200 0040 004 T11-47
09/20/88

10.00
50

Dated: 9/13/88
HARBOR LEASING ASSOCIATES
Name of Secured Party

Signature of Secured Party
MARK H. CAPLAN, PARTNER
Type or Print (Include Title if Company)

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) XEROX CORPORATION XEROX SQUARE ROCHESTER, NEW YORK 14644	2. Secured Party(ies) and address(es) U. S. PORTFOLIO LEASING 615 BATTERY STREET SAN FRANCISCO, CA 94111	For Filing Officer (Date, Time, Number and Filing Office) RECORD FEE 11.00 POSTAGE #212230 0040 RM 111-48 09/20/88
---	--	--

4. This financing statement covers the following types (or items) of property:

THE XEROX CORP COPIER/DUPLICATOR AND ACCESSORIES LISTED BY SERIAL NUMBER ON SCHEDULE A ATTACHED HERETO INCLUDING ACCESSORIES AND ALL REPLACEMENTS AND SUBSTITUTIONS THEREOF AND ALL LEASES AND RENTAL AGREEMENTS NOW IN EXISTENCE OR HEREAFTER CREATED COVERING OR CONCERNING SAID EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF THE DEBTOR TO RECEIVE RENTAL PAYMENTS AND OTHER MONEYS DUE AND TO BECOME DUE UNDER OR PURSUANT TO SAID LEASES OR RENTAL AGREEMENTS, AND ALL PROCEEDS OF ANY AND ALL OF THE FOREGOING.

5. Assignee(s) of Secured Party and Address(es)

ANNE ARUNDEL Co, MD
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

XEROX CORPORATION

By: R.J. Carter
Signature(s) of Debtor(s)

U.S. PORTFOLIO LEASING

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

274601

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 ~~XXXXXXXXXXXX~~ and address(es)

LESSEE:
MARRIOTT CORPORATION
MARRIOTT DRIVE
BETHESDA, MARYLAND 20053

2 ~~XXXXXXXXXX~~ and address(es)

LESSOR:
OCM LEASE CORPORATION
10697 RIGGS DRIVE
OVERLAND PARK, KANSAS 66212

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#212250 0040 R04 T12+09
09/20/88

4 This financing statement covers the following types (or items) of property LAO60-86, SCHEDULE #121

- (1) TELEX TC 274-61C Controller, Serial # 25643 .
- (4) TELEX TC 191 Green Display Station, Serial # 143139 ,
135157 , # 135384 , # 135164 .
- (1) TELEX TC 187 Printer, Serial # 00141 .

5. Assignee(s) of Secured Party and Address(es)

MIDAMERICAN BANK & TRUST CO
4700 WEST 50TH TERRACE
SHAWNEE MISSION, KS 66201

Location of Equipment:

BWI Airport Marriott
1743 West Nursery Road
Linthicum, Maryland 21090

The Recordation tax has been paid.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

MARRIOTT CORPORATION

OCM LEASE CORPORATION

By: [Signature]
Signature(s) of ~~XXXXXXXXXX~~ LESSEE

[Signature]
Title

By: [Signature]
Signature(s) of ~~XXXXXXXXXX~~ LESSOR President
Title

STANDARD FORM - FORM UCC-1.

274602

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HANDEX OF MARYLAND, INC.

Address P.O. BOX 522 360 MORGAN ROAD ODENTON, MD 21113

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772
5790 WIDEWATERS PARKWAY

J.I. CASE CREDIT CORP. SYRACUSE, NEW YORK 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW CASE MODEL 580K TRACTOR LOADER/BACKHOE
SERIAL #17421069

Name and address of Assignee

RECORD FEE .11
RECORD FEE 10.05
POSTAGE .50
RECORD TO 0040 R04 112438
09/20/88

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

17.00
17.50

Sharon Smith Pres
(Signature of Debtor)

HANDEX OF MARYLAND, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

SUIT & WELLS EQUIPMENT CO., INC.
(Signature of Secured Party)

Jay Williams Sales Mgr

Type or Print Above Signature on Above Line

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

J. Warren Walker & Son, Inc.
8210 Edwin Raynor Blvd.
Pasadena, Md. 21122

Anne Arundel

2. Secured Party(ies)

JOHN C. LOUIS CO., INC.
1805 Cherry Hill Road
Baltimore, Maryland 21230

Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00
POSTAGE .50
BALDWIN COUNTY ROAD 712439
09/20/88

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

1 Melroe Bobcat Model 743 S/N 40987 Flotation Tires
60" Bucket no teeth

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.
THIS COVERS A CONDITIONAL SALES CONTRACT.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

J. WARREN WALKER & SON, INC.

JOHN C. LOUIS CO., INC.

By

J. Warren Walker Sr. President

Debtor(s) [or Assignor(2)]

By

Wilmer S. Davison

WILMER S. DAVISON

Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

PRESIDENT
FORM DCC

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen Tolentino

Address 403 Secret Bend Apt F Glen Burnie MD 21061

2. SECURED PARTY

Name Healthco International

Address 6308 Blair Hill Lane Baltimore MD 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Healthco Electric Dental Engine
- 1 Healthco Deluxe RPM Contra Angle

Name and address of Assignee

RECORD FEE 11.00
 POSTAGE .50
 #212410 0040 104 113102
 09/20/88

CONDITIONAL SALES CONTRACT
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X *Stephen Tolentino*
(Signature of Debtor)

Stephen Tolentino
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Bedford
(Signature of Secured Party)

Charles H. Bedford
Type or Print Above Signature on Above Line

1100
50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Performance Discount Tire, Inc.
1047 Maryland Rt 3 N
Gambrills, MD 21054

2. Secured Party(ies) and address(es)

MICHELIN TIRE CORPORATION
2 Patewood Court
Greenville, SC 29615

3. Maturity date (if any):

For Filing Office, Date Filed and Filing Office

MARYLAND COMMERCE 7/21/87
09/20/88

4. This statement refers to original Financing Statement bearing File No. 25018

Filed with Anne Arundel County Date Filed 7/21 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Amend Debtor's file to add the following ship-to location:

40 Hudson St., Unit 101
Annapolis, MD 21401

Amend secured party's address to:
One Parkway South, P. O. Box 19001,
Greenville, South Carolina 29602-9001

No. of additional Sheets presented:

PERFORMANCE DISCOUNT TIRE, INC.

MICHELIN TIRE CORPORATION

By: William G. Bell PRES.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: David A. Fuchs
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)

Wolf H Richard
219 Barbara Ct.
GLEN BURNIE Md

2. Secured Party(ies) and Address(es)

FORD MOTOR CREDIT COMPANY
P.O. BOX 637
MECHANICSVILLE, VA 23111

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 New Jensen Model car Sweeper SIN 882838

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

RECORD FEE 11.00

Filed with:

REGISTRATION 1.45 R01 T10:00

09/20/88

H. Richard Wolf
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT COMPANY

(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY:

[Signature]

11

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCap Graphics Systems, Inc.

Address 116 Defense Highway Suite 400 Annapolis, MD 21401 (Anne Arundel County)

2. SECURED PARTY

Name Contel Credit Corporation

Address 64A Perimeter Center East Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 7 Apollo DN3000 M-1/4MB
- 2 Apollo DN3000 M-7/4MB ~~8MB~~ *JP*
- 1 Apollo DSP90/3MB #0120432-700
- 5 Toner Cartridges
- 16 2MB Memory Add-on
- 2 Kofax 8000
- 1 DN3010 Node CO
- 1 Country Kit

Name and address of Assessor

RECORD FEE 11.00

#012430 0040 004 114152

09/20/03

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11.00

INTERCAP GRAPHICS SYSTEMS, INC.

X Pamela Ayres VP Finance
(Signature of Debtor)

X Pamela Ayres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract
 Recordation Tax of \$_____ on
Principal Amount of \$_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: R.S. Allen Masonry, Inc.
(Name or Names)
3475 Old Crown Drive Pasadena, Maryland 21122
(Address)

DEBTOR: _____
(Name or Names)
(Address)

2. SECURED PARTY: Valley Supply & Equipment Company, Inc.
(Name or Names)
1415 Clarkview Road Baltimore, Maryland 21209
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497 Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) New 1988 Koehring Scattrak Model 1300HD Skid Steer Loader, S/N 7F0290, equipped with Kubota 1902B Diesel Engine, 10 x 16.5 Flotation Tires, Quick Attach Frame, Lead Counter Weight, 60" Landscape Bucket w/teeth, R.O.P.S.. 9HD Backhoe, 16" Bucket, 24" Bucket, 36" Tines, Pallet Fork Frame, Hudson Bros. Trailer 14' Metal Deck Model HA14, all together with attachments and accessories thereto.

RECORD FEE 11.00
POSTAGE .50
#317530 0040 004 115419
09/20/87

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes [checked] No []
Products of Collateral are also covered: Yes [] No [checked]

DEBTOR(S): R.S. ALLEN MASONRY, INC.
By: [Signature] (Title)
Ronald S. Klen, Pro (Type or print name of person signing)

SECURED PARTY: VALLEY SUPPLY & EQUIPMENT COMPANY, INC.
By: [Signature]
Howard S. Klen Pro (Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

11.50

STATE OF MARYLAND

BOOK 532 PAGE 257

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 527 FOLIO 408 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Rd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#186240 0777 R03 T15:48
09/20/88

Handwritten mark resembling a stylized 'B' or '3'.

Dated September 14, 1988

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.
Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson, Vice President
Type or Print Above Name on Above Line

A. A. Co.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 1691 Limited Partnership
T/A Crofton Country Club
Name _____
Address 1691 Crofton Pkwy, Crofton, MD 21114
~~4333 Edgewood Road, N.E., Cedar Rapids, IA 52499~~

2. SECURED PARTY Rt. #15033
Name LeaseAmerica Corp.
Address 4333 Edgewood Road, N.E.
Cedar Rapids, IA. 52499

RECORDED
POSTAGE .50
#15450 0777 603 715:4P
09/20/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

25 - G2A Yamaha 4 Stroke Gas Golf Cars

Name and address of Assignee

Not subject to Recordation Tax

Equipment lease does not create a security interest

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William D. Berkshire
(Signature of Debtor)

1691 Limited Partnership, T/A Crofton Country Club by William D. Berkshire, Pres.

Type or Print Above Name on Above Line

Lancey Corp., General Partner 1691 Limited Partnership

(Signature of Debtor)

Mike Almstead
(Signature of Secured Party)

Type or Print Above Signature on Above Line

LeaseAmerica Corp.
Type or Print Above Signature on Above Line

1320

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Damy, Ltd.

 (Name)
5106 Ritchie Highway

 (Address)
Baltimore, Maryland 21225

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Nicholas P. Lambrow

 (Name of Loan Officer)
25 S. Charles Street

 (Address)
Baltimore, Maryland 21201

Commercial Finance 101-503

RECORDED SEE
 POSTAGE .50
 REGISTERED UNIT R03 115:52
 09/20/88

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
Arthur Aronstein

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
Linda Aronstein

 (Print or Type Name)

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Sept. 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Aug. 16, 1988, Schedule # 01, dated August 16, 1988 between Assignor as Lessor and LEASE ACCOUNT # 180885 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated September 12, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50
#186350 0777 R03 115:54
09/20/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1473

11/10

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Multimatic Model V300CS - 35lb. Valore Dry to Dryclean Unit - S/N 3011873086
1 (one)	Forenta 47FGR - Legger S/N M10FGR48187047
1 (one)	Forenta K-132 Iron Attachment
1 (one)	Forenta 42SUR Utility Press S/N R8SUR1187042
1 (one)	Forenta 222ETS Pants Topper S/N M10ETS51787222
1 (one)	Forenta 33S Triple Puff Irons S/N M10S57487033
1 (one)	Forenta 7PS Single Puff Iron S/N M11PS00287007
1 (one)	Cissell FFCD Form Finisher S/N 64171487
1 (one)	Cissell A Spotting Board S/N 49717487
1 (one)	White N800 Conveyors S/N NK70025897
1 (one)	Columbia 20HP Boiler S/N 132295
1 (one)	Columbia CRT2 Condensate return system S/N 523563
1 (one)	Columbia BS-1 Blow down tank S/N 133935,123915
1 (one)	Rema RP-5 220603
1 (one)	Dayton 5HP 3E967A Air Compressor
1 (one)	Dayton 100 Gal. A873304189 Water Heater
1 (one)	UniMac UW50P3 50lb. Washer-Extractor S/N 18672
1 (one)	Ajax CBBY Cabinet Single Buck S/N 5669020
1 (one)	Forenta 76SLS Sleever S/N M1SLS15088076
1 (one)	Forenta 39VCHY Collar & Cuff Press S/N M11VCHY23087039
1 (one)	Ajax 451 Laundry Press
2 (two)	Hi-Steam Irons S/N 1422,2013

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY:

TITLE: William J. Ottey, President

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #271843 (#067870 C777)

RECORDED IN LIBER 523 FOLIO 466 ON 03/01/88 (DATE)

1. DEBTOR

Name Tri-State Marine Distributors, Inc.

Address 5863 Deale Churchton Rd., Rt. 256, Deale, MD 20751

2. SECURED PARTY

Name Tracker Marine Corporation

Address 1633 Des Peres Rd., Suite 305, St. Louis, MO 63131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtors address to read:</p> <p>Rt. 256, Box 100 Deale, MD 20751</p> <p>PLUS ANY AND ALL OTHER LOCATIONS</p>	

RECORD FEE
#185450 C777

10.00
R03 T16403
09/20/88

Dated 9-13-88

[Signature]
Tri-State Marine Distributors, Inc.

[Signature]
(Signature of Secured Party)
Tracker Marine Corporation

Type or Print Above Name on Above Line

15

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VOYAGERS ENTERPRISES INC. ~~T/A KING AMUSEMENT~~
Address 65 SUMMERHILL ROAD, CROWNSVILLE, MARYLAND 21980

2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION
Address 7160 AMBASSADOR ROAD, BALTIMORE, MARYLAND 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

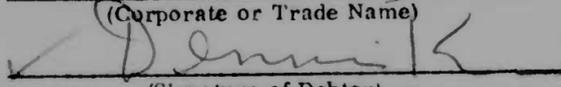
SEE SCHEDULE A

RECORD FEE 11.00
POSTAGE .50
#198470 0777 RUB T16403
09/20/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

VOYAGERS ENTERPRISE INC. ~~T/A KING AMUSEMENT~~
(Corporate or Trade Name)


(Signature of Debtor)
DENNIS KING, PRESIDENT
Type or Print Signature

(Signature of Debtor)
Type or Print Signature

STATE SALES & SERVICE CORPORATION


(Signature of Secured Party)
STEPHEN B. KOENIGSBERG, PRESIDENT
Type or Print Above Signature on Above Line

1150

SCHEDULE 'A'

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated
(Strike out inapplicable references)

_____, 19____, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
3	HOOP SHOT W/TIME, 14", YOUTH SIZ	DOYLE & ASSOC.	152630, 15136BC, 15138BC	\$ 10,815.00
2	OPERATION WOLF U/R	TAITO	252586, 251160	6,005.00
1	PIT BOSS II C/T	MERIT IND.	10080	1,810.00
1	VALLEY POOL TABLE 7'	VALLEY	M-17438	1,604.00
1	BIG CHOICE CRANE-1 BAY	BETSON	1542	3,145.00
1	ROWE R-92 PHONO W/COMP DISC	ROWE	22742	3,843.00
1	HOOP SHOT BASKETBALL W/ADULT	DOYLE & ASSOC.	G405-15216	3,710.00
1	ROWE 1015 CLASSIC PHONOGRAPH W/B	ROWE	30387	5,685.00
1	BAD DUDES 19-INCH U/R	DATA EAST	286166	2,710.00
5	DYNAMO FOOSBALL	DYNAMO	34246,34221, 34140,34138, 33781	4,550.00
1	NATIONAL 222 CIGARETTE MACHINE	NAT 222	20497	595.00
				\$ 44,472.00
			MD. SALES TAX	187.00
				\$ 44,659.00

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.
(Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)
(Signature if individual; typed name if other than individual)

By Stephen B. Koenigsberg (L. S.)
(Signature & title if not individual)
STEPHEN B. KOENIGSBERG, PRESIDENT

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

VOYAGERS ENTERPRISES, INC. (L. S.)
(Signature if individual; typed name if other than individual)

By Dennis King (L. S.)
(Signature & title if not individual)
DENNIS KING, PRESIDENT

A16515

10/31 11.50

a.a.

BOOK 532 PAGE 265

274613

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 8/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crofton Medical Group, Inc.

Address 1667 Crofton Center, Crofton, MD 21114

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address PO Box 13428 Reading Pa 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 IBM PS/2 Model 80/115 Computer System
- 1 IBM Terminal

RECORD FEE 11.00
 POSTAGE .30
 #212630 0040 804 115-03
 09/20/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Crofton Medical Group Inc.

[Signature]
(Signature of Debtor)

Oguz Y. Turgut, M.D.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co Inc.

[Signature]
(Signature of Secured Party)

Shirley Camilli

Type or Print Above Signature on Above Line

M. 170
Sec. Part 1

11-00
50

EXHIBIT A

DESCRIPTION OF WHITE ROCKS MARINA, ROCK CREEK, PASADENA, MARYLAND 21122 K/A 1402 Colony Road, Parcel 21, Block 5, Pasadena, Anne Arundel County.

PARCEL ONE

BEGINNING for the same at a large iron pipe found at the end of the North 44 degrees 19 minutes West 81.25 foot line of the conveyance by Henry Kolb and wife to James P. Sanders by Deed dated October 11, 1938, and recorded in Liber J.H.H. NO. 191, folio 223, of the Land Records of Anne Arundel County, Maryland, thence running with the lines of said conveyance North 67 degrees 33 minutes East 16.7 feet to an iron pipe; thence running North 23 degrees 24 minutes West 643.16 feet to an iron pipe found on the shore line of Rock Creek; thence running with the shore line of Rock Creek the following 8 courses and distances; South 80 degrees 20 minutes West 128.12 feet, South 75 degrees 39 minutes West 342.35 feet, South 35 degrees 46 minutes West 128.5 feet, South 41 degrees 26 minutes East 39.6 feet, North 42 degrees 30 minutes East 101.5 feet, South 59 degrees 23 minutes East 49.2 feet, South 27 degrees 32 minutes East 81.5 feet, and South 19 degrees 51 minutes East 102.35 feet to a pipe on the shore line of said Creek, a corner boundary of Orion S. Meek; thence leaving the shore line of said Rock Creek and running with the lands of said Meek and others and with the outlines of the whole tract, South 52 degrees 14 minutes East 54.0 feet to a nail found in the base of a marked black gum tree; thence running South 48 degrees 30 minutes East 234.7 feet to an iron pipe now set; thence running South 46 degrees 50 minutes East 240.2 feet to an iron pipe now set; thence running South 43 degrees 45 minutes East 137.23 feet to an iron pipe now set on the Northwestern side of the County Road leading to "Tar Cove", thence leaving the outlines and running across the end of the road leading into Sanders Park, South 81 degrees 54 minutes East 53.25 feet to an iron pipe set now on the Northeastern side of said County Road, distant North 43 degrees 17 minutes West 25.0 feet from an iron pipe found at the beginning of the South 43 degrees 17 minutes East 690 foot line of the conveyance by James P. Sanders and Wife to George L. Schnader by Deed dated July 9, 1945, and recorded in Liber J.H.H. No. 333, folio 473, etc.; thence leaving said County Road and running with the Northwest side of the 25 foot private road mentioned in said Deed by Sanders to Schnader, North 46 degrees 43 minutes East 162.63 feet to an iron pipe now set in the outlines of said conveyance by Kolb to Sanders; thence running with the outlines, North 38 degrees 33 minutes West 62.47 feet to an iron pipe and North 44 degrees 19 minutes West 81.25 feet to the place of beginning.

Containing 6.78 acres, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in July, 1953.

PARCEL TWO

BEGINNING for the same at an iron pipe found on the old shore line of Rock Creek; thence running North 80 degrees 20 minutes 00 seconds West 128.12 feet, North 75 degrees 29 minutes West 342.35 feet, thence reversely along the bulkhead, North 66 degrees 06 minutes 21 seconds East 460.54 feet to a point; thence South 23 degrees 24 minutes 00 seconds East to the place of beginning.

PARCEL THREE

BEGINNING for the same at a point on the bulkhead which point is the most northern point of the aforesaid North 75 degrees 39 minutes West 342.35 foot call, thence running along

the said bulkhead South 66 degrees 06 minutes 21 seconds West 130 feet to a point; thence leaving said bulkhead South 41 degrees 26 minutes 00 seconds approximately 71 feet to a point; thence along the old shore line of Rock Creek, North 35 degrees, 46 minutes 00 seconds East 128.50 feet to the place of beginning.

BEING the same property described in a Confirmatory Deed dated December 13, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3679, folio 277 from Marine Properties, Inc. unto the Grantor herein.

SUBJECT TO THE FOLLOWING:

1. Mortgage dated February 1, 1978 from Marine Properties Incorporated to Mid-Atlantic Marinas, Inc., in the original principal balance of \$1,125,000.00 recorded among the Land Records of Anne Arundel County in Liber 3053, folio 511. Said Mortgage was assigned to First Federal Savings & Loan Association of Annapolis by Deed of Assignment dated December 30, 1985 and recorded among the Land Records of Anne Arundel County in Liber 4002, folio 184.

2. Deed of Trust dated December 13, 1983 from White Rock Limited Partnership to trustees for the benefit of Marine Properties Incorporated in the original principal balance of \$1,407,747.29 recorded among the Land Records of Anne Arundel County in Liber 3679, folio 280.

3. Deed of Trust dated December 31, 1985 from White Rocks Limited Partnership to Trustees for the benefit of First Federal Savings & Loan Association of Annapolis in the original principal balance of \$443,061.90 recorded among the Land Records of Anne Arundel County in Liber 4002, folio 177.

4. Deed of Trust dated May 22, 1987 from White Rocks Limited Partnership to trustees for the benefit of First Federal Savings & Loan Association of Annapolis in the original principal balance of \$1,430,000.00 recorded among the Land Records of Anne Arundel County in Liber 4353, folio 637.

5. Indemnity Deed of Trust dated March 1, 1988 from White Rocks Limited Partnership to trustees for the benefit of Wilbert Rozansky and Florence Rozansky in the original principal balance of \$150,000.00 recorded among the Land Records of Anne Arundel County in Liber 4558, folio 505. Said Indemnity Deed of Trust was amended by a Modification to Indemnity Deed of Trust dated July 1, 1988 (which, inter alia increased the principal balance to \$250,000.00) recorded among the Land Records of Anne Arundel County in Liber 4641, folio 783.

A:41864.EA
FF#50

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing June 10, 1987 Record Reference Liber 513, folio 248
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
W. F. UTZ CONSTRUCTION COMPANY, INC.	1511	Ritchie Highway	Arnold	Maryland
		Suite 105		

Name of Secured Party or assignee	No.	Street	City	State
Home Federal Savings Bank	P.O. Box 1179,	Hagerstown,	Md	21741

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

BEING known and designated as Lot No. 53, Block G, CAPE ST. CLAIRE, Deep Creek Subdivision, Section One, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 20.

RECORD FEE 10.00
POSTAGE .50
#285620 C237 R02 T11:05
GK 09/21/88

Debtor(s) or assignor(s)

HOME FEDERAL SAVINGS BANK (Seal)

(Corporate, Trade or Firm Name)

BY: *Richard D. Stanley* President
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10⁰⁰
50

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Robert and Lisa L. Hayes 517 Glenbrook Road
 Williw W. and Helen M. Hughes Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles St.
 Attention: Debra Grimm Baltimore, Maryland 21201
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Robert M. Hayes (Seal)
 Robert Hayes
Lisa L. Hayes (Seal)
 Lisa L. Hayes

Willie W. Hughes (Seal)
 Willie W. Hughes
Helen M. Hughes (Seal)
 Helen M. Hughes

RECORD FEE 14.00
 SERVICE .50
 #213050 1055 R04 111122
 09/21/80

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

14.00
/ 00

SCHEDULE A

This Schedule A is attached to and made a part of financing statement by and between Robert and Lisa L. Hayes and Willie W. and Helen M. Hughes (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION G CONTINUED

All rights title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 1107 Wilson Road , located in Anne Arundel County, Maryland.

To be filed in Financing - Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

WALLPAPER IT ALL, INC.
18 Tiburon Court
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

RECORD FEE 11.00
RECORD TAX 210.00
POSTAGE .50

3. This Financing Statement covers all:

#370010 0345 601 111452

a. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

b. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which will have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

c. All equipment and fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All fixtures are or will be attached to the real property located at 1991-B Moreland Parkway, Annapolis, Maryland 21401.

4. The principal amount of this debt is \$115,000.00 to creditor of which sum \$30,000.00 is subject to the recordation tax.

DEBTORS:

SECURED PARTY:

WALLPAPER IT ALL INC., a
Maryland Corporation

FARMERS NATIONAL BANK OF MARYLAND

BY Sarita O. Speros
SARITA O. SPEROS, PRESIDENT

BY William A. Walker, II
WILLIAM A. WALKER, II
VICE PRESIDENT

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

2/18/88

ATTEST:

Peggy Jo Gauthier
PEGGY JO GAUTHIER, SECRETARY

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
23 West Street
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. DEBTOR(S) (OR ASSIGNOR) and Address(es)
 MANUEL KAJANGHI
 ROSE M. KAJANGHI
- 2. A. SECURED PARTY (OR ASSIGNEE) and Address
 GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.
 107 Ridgely Avenue
 Annapolis, Maryland 21401
- B. ASSIGNEE OF SECURED PARTY (if any) and Address

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

- (a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereinafter acquired and located on the within described premises, including, without limitation, all machinery, furniture, furnishings, tools, fixtures, appliances, materials and supplies, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.
- (b) All chattels described in paragraph 3.(a) hereof are found and located on and about the property described on Schedule "A" attached hereto and made a part hereof.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: ONE

6. This transaction is ~~is~~ exempt from the recordation tax.

7. Return to:

Lawrence B. Goldstein, Chartered
 Post Office Box 291
 Annapolis, Maryland 21404

DEBTOR:

Manuel Kajanghi
 Manuel Kajanghi
Rose M. Kajanghi
 Rose M. Kajanghi

GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.

By: *Lawrence B. Goldstein*
 Lawrence B. Goldstein, President

RECORD FEE 12.00
 POSTAGE .50
 #371390 C345 R01 T15#28
 09/31/88

12
51

F/S

FB 01.FLS
1840

BOOK 532 PAGE 275

274618

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, HOWARD COUNTY, MARYLAND, WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION AND IN THE DISTRICT OF COLUMBIA

RECORD FEE 100.00
POSTAGE .50
#286050 0237 R02 T14:57
09/21/88

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAMES AND ADDRESS OF DEBTORS: WINMEYER COMMONS I LIMITED PARTNERSHIP
WINMEYER COMMONS II LIMITED PARTNERSHIP
WINMEYER COMMONS III LIMITED PARTNERSHIP
WINMEYER COMMONS IV LIMITED PARTNERSHIP
c/o Trammel Crow Company
1001 30th Street, N.W.
Suite 500
Washington, D.C. 20007

- 2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
Commercial Real Estate Division
Mail Code 109-900
110 South Paca Street
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtors in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no

100.00

responsibility for the performance of the Debtors' obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated September 13, 1988 (the "Deed of Trust") executed by the Debtors for the benefit of Anna M. Marcellino and Patricia A. Brian, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations (subject to the rights of tenants thereto), whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations (subject to the rights of purchasers thereto) and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or

to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtors certify that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTORS:

WINMEYER COMMONS I LIMITED
PARTNERSHIP

✓ By: CMANE-Odenton Retail Limited
Partnership, General Partner

✓ By: CMANE-Washington #5 Retail
Development Corporation,
General Partner

By *Brian M. Smith*
Name: *Brian M. Smith*
Title: *Vice President*

✓ WINMEYER COMMONS II LIMITED
PARTNERSHIP

By: CMANE-Odenton Retail Limited
Partnership, General Partner

By: CMANE-Washington #5 Retail
Development Corporation,
General Partner

By *Brian M. Smith*
Name: *Brian M. Smith*
Title: *Vice President*

✓ WINMEYER COMMONS III LIMITED
PARTNERSHIP

By: CMANE-Odenton Retail Limited
Partnership, General Partner

By: CMANE-Washington #5 Retail
Development Corporation,
General Partner

By: *Brian M. Smith*
Name: *Brian M. Smith*
Title: *vice president*

✓ WINMEYER COMMONS IV LIMITED
PARTNERSHIP

By: CMANE-Odenton Retail Limited
Partnership, General Partner

By: CMANE-Washington #5 Retail
Development Corporation,
General Partner

By: *Brian M. Smith*
Name: *Brian M. Smith*
Title: *vice president*

Filing Officer: After recordation, please return this Financing
Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Parcel 1:

BEING part of those lots or parcels of land which were conveyed to Ephraim Winer, Simon Winer, Hyman Winer, Samuel Winer and Albert Winer by Winbro Corporation (formerly known as The National Plastic Products Company), by deed dated February 1, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1568, folio 270, to which deed reference is made for a more full and complete description of the property referred to herein.

WHICH LAND is now known as Lots numbered Ten (10) through Fifteen (15) in Block numbered One (1), Lots numbered Eleven (11) through Twenty (20) in Block numbered Two (2), Lots numbered Eleven (11) through Twenty (20) in Block numbered Three (3), Lots numbered Seven (7) through Twelve (12) in Block numbered Four (4), and Lots numbered One (1) through Four (4), Seven (7) and Eight (8) in Block numbered Five (5) in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, at Plat 4. SAVING AND EXCEPTING that land conveyed in Liber 2373, folio 576 to the State Roads Commission.

BEING part of the same property conveyed to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, co-partners trading as Midway Investment Company, by William J. McWilliams, Trustee, by Deed dated March 3, 1964, and recorded among the Land Records of Anne Arundel County on July 30, 1964, in Book 1777 at page 270.

PROPERTY DESCRIPTIONParcel 2:First:

BEING KNOWN AND DESIGNATED as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Section 14 on the Plat of "Academy" recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-3, folio 29. BEING the same property conveyed to Marcellus A. Meredith and Beulah Keegan by deed from Elmer J. Moody, Jr. and Betty Moody, his wife, dated October 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 439, folio 387, the said Beulah Keegan having since intermarried with Marcellus A. Meredith.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of Lot No. 15 of Section 14 "Academy", as was conveyed to the State of Maryland for use of State Roads Commission, by Marcellus A. Meredith and Beulah K. Meredith, his wife, by deed dated April 20, 1967 and recorded among the aforesaid Land Records in Liber MSH 2061, folio 521.

BEING the same property which by deed dated April 12, 1973, was conveyed by Marcellus A. Meredith and Beulah Keegan Meredith, Grantors, unto Winside Associates, Inc., a body corporate of the State of Maryland, and recorded among the Land Records of Anne Arundel County in Liber 2581, folio 46.

BEING the same property which by deed dated July 1, 1977, was conveyed by Winside Associates, Inc., a body corporate of the State of Maryland, Grantor, unto Winer Brothers - Odenton, a General Partnership, and recorded among the Land Records of Anne Arundel County in Liber WGL 2998, folio 805.

* * * *

Second:

BEING KNOWN AND DESIGNATED as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Section 14, on the Plat of "Academy", formerly recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod B-3, folio 29, now recorded in Plat Book 12, folio 4.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of Lot No. 15 of Section 14 "Academy", as was conveyed to the State of Maryland for use of State Roads Commission, by Marcellus A. Meredith and Beulah K. Meredith, his wife by deed dated April 20, 1967 and recorded among the aforesaid Land Records in Liber MSH 2061, folio 521.

Being all those parcels of land which by Deed dated September 20, 1978 and recorded among the Land Records of Anne Arundel County in Liber

PROPERTY DESCRIPTION

Parcel 2: (CONTINUED)

W.G.L. 3134 folio 344 were granted and conveyed by Harry C. Blumenthal, Foreclosure Trustee, to 175 Associates.

* * * *

BEING Lots numbered One (1) through Fifteen (15) in Block numbered Fourteen (14) in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, Plat 4. SAVING AND EXCEPTING that land conveyed in Liber FAM 178, folio 37; Liber FAM 180, folio 13 and Liber 2061, folio 521, to the State Roads Commission. (Also known as 0.048 acre and 0.797 acre parcel shown on 175 Associates South, Plat Book 95, page 49.)

* * * *

BEING the same property which was conveyed to 175 Associates by Ephraim Winer, Hyman Winer and Albert Winer, t/a Winer Brothers - Odenton, by a Deed recorded among the Land Records of Anne Arundel County, Maryland, on September 25, 1978, in Liber 3126 at page 863.

AND BEING the same property which was conveyed to Jay Winer and Larry S. Kamanitz, Trustees, under a Revocable Trust from Ephraim Winer, Settlor, to Jay Winer and Larry S. Kamanitz, Trustees, dated February 25, 1982, by Deed dated June 7, 1983, and recorded among the Land Records of Anne Arundel County on January 9, 1984, in Liber 3681 at page 761.

PROPERTY DESCRIPTION

Parcel 3:

BEING KNOWN AND DESIGNATED as Lots 11 through 14 and 57 through 60, Block 10, as shown on the Plat of Academy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 12, folio 4.

SAVING AND EXCEPTING THEREFROM, however, all that portion of the hereinabove described property which was granted and conveyed to the State Roads Commission for the use of the State of Maryland by Deed dated August 1, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2095, folio 313.

BEING Lots numbered Eleven (11) through Fourteen (14) in Block numbered Ten (10), and Lots numbered Fifty-Seven (57) through Sixty (60) in Block numbered Ten (10), in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, Plat 4.

SAVING AND EXCEPTING all that land conveyed to the State Roads Commission by deed recorded in Liber 2095 at folio 313.

BEING the same lots of ground which by Deed dated September 14, 1982, and recorded among the Land Records of Anne Arundel County in Liber 3528, folio 373 were granted and conveyed by Ephraim Winer to Larry S. Kamanitz and Jay Winer, Trustees under a Revocable Trust Agreement dated February 25, 1982 by and between Ephraim Winer and Larry S. Kamanitz and Jay Winer, Trustees.

BEING the same property which was conveyed to 175 Associates by Larry S. Kamanitz and Jay Winer, Trustees under a Revocable Trust Agreement dated February 25, 1982 by and between Ephraim Winer and Larry S. Kamanitz and Jay Winer, Trustees, by Deed dated December 22, 1983, and recorded among the Land Records of Anne Arundel County on January 9, 1984, in Liber 3681, page 767.

PROPERTY DESCRIPTIONParcel 4:

BEGINNING for the same at an iron pipe set which marks the northeasternmost corner of Lot No. 25 as shown on the Plat of Academy, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod B-3, Plat 29; said point of beginning is also the intersection as formed by the southeast side of Odenton Avenue 30 feet wide with the northwest side of Annapolis Avenue, 50 feet wide, thence from the point of beginning so fixed and binding on said side of Annapolis Avenue, South 31° 30' West 303.68 feet to an iron pipe here set on the northeast side of the State Road 60 feet wide leading from Anderson's Corner by way of Odenton to Jessups, thence binding on the said side of said State Road, North 52° 06' 30" West 53.82 feet to an iron pipe here set, thence leaving said side of said State Road and binding on the southeast side of said Odenton Avenue, North 41° 41' 10" East 302.46 feet to the place of beginning. CONTAINING 0.186 acres of land, more or less. MEANING and INTENDING to convey Lots Nos. 20, 21, 22, 23, 24 and 25 and Part of Lot 19 in Block 14 on the Plat of Academy.

SAVING AND EXCEPTING so much of Lot 19 conveyed by William C. Gardner and wife to the State of Maryland for use of the State Roads Commission by Deed recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178, folio 37.

ALSO SAVING AND EXCEPTING so much of said property as conveyed by John Demyan, Jr. and Florence V. Demyan, his wife, to the State of Maryland for the use of the State Roads Commission by Deed dated July 17, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2289, folio 513.

BEING part of the same property which JOHN DEMYAN, JR. and FLORENCE V. DEMYAN acquired from Sid's Department Store, Inc., a Maryland Corporation, by Deed dated July 15, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1783, folio 565.

BEING Lots numbered Nineteen (19) through Twenty-Five (25) in Block numbered Fourteen (14) in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, Plat 4. SAVING AND EXCEPTING that land conveyed in Liber FAM 178, folio 37 and Liber FAM 180, folio 13 to the State Roads Commission. (Also known as 0.169 acre parcel shown on 175 Associates North, Plat Book 98, page 4.)

BEING the same property which was conveyed to DELAVAN LAND HOLDING CO., INC., by JOHN DEMYAN, JR. and FLORENCE V. DEMYAN by a Deed dated February 28, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, on March 8, 1979, in Liber 3180, page 879.

PROPERTY DESCRIPTION

Parcel 5:

BEING Known as Lots 1 and 2, Block 11, as shown on the Plat of Academy, which plat is recorded among the Plat Records of Anne Arundel County in Liber G.W.I., folio 29.

BEING lots numbered One (1) and Two (2) in Block numbered Eleven (11) in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, Plat 4.

BEING the same property which was conveyed to Marcellus A. Meredith and Beulah K. Meredith by a Deed dated May 8, 1964, from Jennie Short, widow, a/k/a Emma Virginia Shortt, which Deed is recorded in the Land Records of Anne Arundel County in Liber L.N.P. 1760, folio 412.

BEING the same property which was conveyed to 175 Associates by Marcellus A. Meredith and Beulah K. Meredith by a Deed dated February 7, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, on March 8, 1978, in Liber 3058 at page 865.

PROPERTY DESCRIPTION

Parcel 6:

BEING KNOWN AND DESIGNATED as Lots 6, 7, 8, 9, 10 and 11, all in Block Number 11, on the plat of the subdivision of "Academy" which was recorded among the plat records of Anne Arundel County in Plat Cabinet No. 2, Rod B-3, page 29 and now recorded among the aforesaid plat records in Plat Book No. 12, page 4. The improvements thereon being known as 1311 Annapolis Road.

BEING lots numbered Six (6) through Eleven (11) in Block numbered Eleven (11) in the subdivision known as and called "ACADEMY" per plat thereof recorded among the Land Records of Anne Arundel County, State of Maryland in Plat Book 12, Plat 4.

BEING the same lots which by Deed dated June 22, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2976, folio 416, was granted and conveyed by Laurie Mantler unto Wilimer P. Adler and Dixie Lee Alder, his wife, and Lois J. Tuck.

BEING the same property which was conveyed to DELAVAN LANDHOLDING CO., INC., by JUDITH BILLAGE, Trustee, by Deed dated August 18, 1983, and recorded among the Land Records of Anne Arundel County, Maryland, on August 30, 1983, in Book 3629 at page 610.

PROPERTY DESCRIPTIONParcel 7:

BEGINNING FOR THE SAME at a stone on the southeasterly side of Old Telegraph Road, said stone also being at the beginning of the first line of that parcel of land third described in the conveyance from Edward W. Robinson, and wife, to Charles A. Whittle, Sr. and wife, by deed dated November 29, 1884, recorded among the Land Records of Anne Arundel County, Maryland in Liber 25 at folio 66; thence leaving the southeasterly side of Old Telegraph Road and running reversely along the outline of the above mentioned conveyance, and referring the courses and distances of this description to the Maryland State Grid Meridian, South 58 degrees 15 minutes 04 seconds East 140.20 feet to an iron pipe; thence South 27 degrees 46 minutes 19 seconds East 857.92 feet to an iron pipe; thence South 55 degrees 15 minutes 17 seconds East 151.01 feet to an iron pipe on the northwesterly outline of the Record Plat entitled "Academy", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12 at folio 4; thence continuing reversely along the outline of the above mentioned conveyance and also running along the said northwesterly outline of the Record Plat of "Academy" and binding partly along the northwesterly side of Odenton Avenue as shown on the said Record Plat South 33 degrees 58 minutes 35 seconds West 705.99 feet to a point on the northernmost side of that parcel of land described in the conveyance from Charles A. Whittle, Sr., et al to Bankers Trust Company and The Consolidated Gas, Electric Light & Power Company of Baltimore by deed dated April 22, 1936 recorded among the Land Records of Anne Arundel County, Maryland in Liber 150 at folio 135; thence leaving the said northwesterly side of the said Record Plat of "Academy" and also leaving the said northwesterly side of Odenton Avenue and running along the said northernmost side of the last mentioned conveyance, North 66 degrees 15 minutes 56 seconds West 1083.58 feet to intersect the second line of that parcel of land described in the conveyance from Charles A. Whittle, Sr., et al to the Philadelphia, Baltimore and Washington Railroad Company by deed dated April 18, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber 10 at folio 299; the last mentioned line also being as shown on the Philadelphia, Baltimore and Washington Railroad Company right of way and track map No. 73 of V-4; thence leaving the aforesaid northernmost line of the second above mentioned conveyance and running reversely along part of the said second line of the last mentioned conveyance and also running along the Philadelphia, Baltimore and Washington Railroad Company right of way, as shown on the aforesaid right of way and track map, North 18 degrees 55 minutes 26 seconds East 172.60 feet to a point in the center of Old Telegraph Road, said point also being at the end of the tenth line of that parcel of land described in the conveyance from Jacob D. Hornstein, Trustee, to Charles F. Phelps and wife, and Alvin J. Phelps and wife by deed dated December 1, 1968 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2231 at folio 246; thence leaving the said Philadelphia, Baltimore and Washington Railroad Company right of way and running along the center of Old Telegraph Road and also reversely along the outline of the last mentioned conveyance North 43 degrees 01 minute 06 seconds East 204.48 feet; North 44 degrees 42 minutes 44 seconds East 140.72 feet; North 28 degrees 36 minutes 38 seconds East 175.42 feet; North 30 degrees 47 minutes 46 seconds East 175.79 feet; North 34 degrees 54 minutes 09 seconds East 157.29 feet and North 38 degrees 15 minutes 16 seconds East 139.34 feet; thence leaving the outline of the last mentioned conveyance and continuing along the centerline of Old Telegraph Road North 38 degrees 15 minutes 16 seconds East 148.13 feet to the point of beginning; containing 24.955 acres of land more or less.

PROPERTY DESCRIPTIONParcel 7: (CONTINUED)

BEING part of that parcel of land referred to in the conveyance from General Land Title Company, Trustee, to Charles E. Whittle and Ethel C. Whittle, his wife, and Beverly Whittle Wood and James C. Wood, her husband, by deed dated July 20, 1963, recorded among the Land Records of Anne Arundel County, Maryland in Liber 1693 at folio 292.

The property described above being also shown in Plat Book 95 at plat 49.

First:

BEGINNING FOR THE SAME at a point on the second line of that parcel of land described in the conveyance from Charles A. Whittle, Sr., et al to the Philadelphia, Baltimore and Washington Railroad Company by deed dated April 18, 1919, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 10 at folio 299; the last mentioned line also being as shown on the Philadelphia, Baltimore and Washington Railroad Company right of way and track map no. 73 of V-4; said point being located distant South 18 degrees 55 minutes 26 seconds West 80.54 feet from the beginning of the tenth line of the second parcel of land described above; said point also being on the southernmost side of New Maryland Route 175 as shown on State Roads Commission of Maryland Plats Numbers 32997 and 32998; thence leaving the aforesaid Philadelphia, Baltimore and Washington Railroad Company right of way and running along the said southernmost side of New Maryland Route 175; South 77 degrees 42 minutes 08 seconds East 9.29 feet; North 12 degrees 17 minutes 52 seconds East 10.00 feet; South 77 degrees 42 minutes 08 seconds East 143.00 feet; South 75 degrees 32 minutes 22 seconds East 26.50 feet; South 74 degrees 56 minutes 43 seconds East 197.45 feet; South 06 degrees 04 minutes 33 seconds East 59.22 feet; South 74 degrees 32 minutes 10 seconds East 120.60 feet; south 70 degrees 43 minutes 42 seconds East 145.50 feet; South 61 degrees 16 minutes 26 seconds East 121.16 feet; North 74 degrees 06 minutes 45 seconds East 34.91 feet, and South 57 degrees 45 minutes 02 seconds East 72.63 feet to a point on the northwesterly side of Odenton Avenue, as shown on the Record Plat entitled "Academy", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12 at folio 4; said point being located distant South 33 degrees 58 minutes 35 seconds West 78.88 feet from the end of the second line of the second parcel of land described above, thence leaving the said southernmost side of New Maryland Route 175 and running along the said northwesterly side of Odenton Avenue, South 33 degrees 58 minutes 35 seconds West 807.16 feet to a point on the northwesterly side of the Railroad right of way line as shown on the Philadelphia, Baltimore and Washington Railroad Company right of way and track map no. 73 of V-4; thence leaving the aforesaid northwesterly side of Odenton Avenue and running along the said northeasterly side of The Philadelphia, Baltimore and Washington Railroad Company right of way, as shown on the said track map no. 73 of V-4; North 75 degrees 24 minutes 54 seconds West 31.98 feet; thence by a curve to the right having a radius of 635.67 feet for an arc distance of 708.70 feet, said curve having a chord of North 43 degrees 28 minutes 52 seconds West 672.57 feet; thence continuing, North 11 degrees 32 minutes 10 seconds West 90.00 feet to a point; said point being at the end of the aforesaid second line of the first above mentioned conveyance; thence running reversely along part of the said second line, North 18 degrees 55 minutes 26 seconds East 414.52 feet to the point of beginning; containing 13.063 acres of land more or less.

PROPERTY DESCRIPTIONParcel 7: (CONTINUED)

BEING part of that parcel of land referred to in the conveyance from General Land Title Company, Trustee, to Charles E. Whittle and Ethel G. Whittle, his wife, and Beverly Whittle Wood and James C. Wood, her husband by deed dated July 30, 1963 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1693 at folio 292.

BEGINNING FOR THE SAME at a point on the second line of that parcel of land described in the conveyance from Charles A. Whittle Sr., et al, to the Philadelphia, Baltimore and Washington Railroad Company by deed dated April 18, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber 10 at folio 299; the last mentioned line also being as shown on the Philadelphia, Baltimore and Washington Railroad Company right of way and track map No. 73 of V-4, said point being located distant South 18 degrees 55 minutes 26 seconds West 75.27 feet from the beginning of the sixth line of the first parcel of land described above; said point also being on the southernmost side of that parcel of land described in the conveyance from Charles A. Whittle, et al, to Bankers Trust Company and The Consolidated Gas, Electric Light and Power Company of Baltimore by deed dated April 22, 1936, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 150 at folio 135; thence leaving the said Philadelphia, Baltimore and Washington Railroad Company right of way and running along the said southernmost side of the last mentioned conveyance, South 66 degrees 15 minutes 56 seconds East 1063.72 feet to point on the northwesterly side of Odenton Avenue, as shown on the Record Plat entitled "Academy" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12 at folio 4, said point being located distant South 33 degrees 58 minutes 35 seconds West 76.22 feet from the end of the fourth line of the first parcel of land described above; thence leaving the aforesaid southernmost line of the second above mentioned conveyance and running along the said northwesterly side of Odenton Avenue South 33 degrees 58 minutes 35 seconds West 601.91 feet to intersect the northernmost side of New Maryland Route 175 as shown on State Roads Commission of Maryland Plats Numbers 32997 and 32998; thence leaving the aforesaid northwesterly side of Odenton Avenue and running along the said northernmost side of New Maryland Route 175; North 57 degrees 03 minutes 47 seconds West 26.2 feet; North 60 degrees 56 minutes 19 seconds West 101.79 feet; thence by a curve to the left having a radius of 2119.48 feet for an arc distance of 543.07 feet said curve having a chord of North 68 degrees 24 minutes 25 seconds West 532.66 feet; thence continuing, North 75 degrees 55 minutes 06 seconds West 76.84 feet, North 75 degrees 21 minutes 47 seconds West 24.50 feet, North 76 degrees 26 minutes 35 seconds West 91.02 feet and North 77 degrees 42 minutes 08 seconds West 54.00 feet to intersect the aforesaid second line of the first above mentioned conveyance; thence leaving the said northernmost side of New Maryland Route 175 and running along the aforesaid second line of the first above mentioned conveyance, North 18 degrees 55 minutes 26 seconds East 644.29 feet to the point of beginning; containing 13.345 acres of land more or less.

PROPERTY DESCRIPTION

PARCEL 7: (CONTINUED)

BEING part of that parcel of land referred to in the conveyance from General Land Title Company, Trustee, to Charles E. Whittle and Ethel G. Whittle, his wife, and Beverly Whittle Wood and James C. Wood, her husband by deed dated July 30, 1963, recorded among the Land Records of Anne Arundel County, Maryland in Liber 1693 at folio 292.

The properties described above and on the previous page are also shown in Plat Book 98 at plat 4.

SAVING AND EXCEPTING that portion of the properties described on this page and the two previous pages which was conveyed to the State Roads Commission in Liber 2061 at page 517.

PROPERTY DESCRIPTION

PARCEL 8:

BEGINNING for the same on the southwest side of Lemant Avenue (formerly Lamont Avenue) at the distance of 75 feet southeasterly from the southeast corner of Lemant and Urban Avenues and running thence along said southwestern side of Lemant Avenue South 53° East 75 feet; thence at right angles thereto South 37° West 150 feet; thence North 53° West 75 feet; and thence North 37° East 150 feet to the place of beginning.

BEING the same property which was conveyed to Bernard P. Lilly and Della M. Lilly, his wife, by Marvin I. Anderson, Trustee, by deed dated 25 January 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 996, folio 584.

BEING the same property which was conveyed to MIDWAY INVESTMENT COMPANY by BERNARD P. LILLY and DELLA M. LILLY by a Deed dated November 5th, 1964, and recorded among the Land Records of Anne Arundel County, Maryland, on November 5, 1964, in Book 1808 at page 423.

PROPERTY DESCRIPTION

Parcel 9:

BEGINNING for the same on the southwesterly side of Lemont Avenue at the distance of 100 feet northwesterly from the intersection of the southwest side of Lemont Avenue and the northwest side of Urban Avenue and running thence along the southwest side of Lemont Avenue North 53° West 75 feet; thence South 37° West 150 feet; thence South 53° East 75 feet and thence North 37° East 150 feet to the place of beginning.

BEING the same property which was conveyed to Mary E. Williams, widow, and Sallie P. Williams, single, by Joseph E. Williams and Delores C. Williams, his wife, by deed dated 3 November 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 980, folio 265.

BEING the same property which was conveyed to MIDWAY INVESTMENT COMPANY by MARY E. WILLIAMS and SALLIE P. WILLIAMS by a Deed dated November 27, 1964, and recorded among the Land Records of Anne Arundel County, Maryland, on November 27, 1964, in Book 1815 at page 314.

PROPERTY DESCRIPTIONParcel 10:FIRST

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777 Follo 270; the same being more particularly described as follows:

Beginning for the same at a pipe found on the western line of Section 13 as shown on a plat entitled "ACADEMY" recorded among said Land Records in Plat Book 12 Follo 4, where intersected by the third or South 55° 15' 17" East 151.01 feet line of the conveyance to Jay Winer and Larry S. Kamanitz, Trustees by deed dated June 7, 1983 and recorded among said Land Records in Liber 3681 Follo 761; thence leaving said point of beginning and reversely with said third line and reversely with the second and first lines of said conveyance, the following three (3) courses

- (1) North 55° 15' 17" West 151.01 feet to a pipe found; thence
- (2) North 27° 45' 16" West 857.42 feet to a pipe found; thence
- (3) North 58° 15' 04" West 140.20 feet to a stone found; thence
- (4) North 41° 55' 48" East 335.30 feet to an iron pipe found on the southern line of the conveyance to Andrew E. Sears, et al by deed recorded among said Land Records in Liber 487 Follo 445; thence with the lines of said conveyance, the following two (2) courses
- (5) South 59° 33' 46" East 183.67 feet to an iron pipe found; thence
- (6) North 30° 26' 14" East 100.00 feet to an iron pipe found on the southern right-of-way line of Lamonte Avenue, 40 feet wide; thence with said right-of-way line, the following course

PROPERTY DESCRIPTIONParcel 10: (CONTINUED)

- (7) South 59° 33' 46" East 465.09 feet to a point; thence with the lines of the conveyance to Midway Investment Company by deed dated November 27, 1964 recorded among said Land Records in Liber 1815 Folio 314, the following three (3) courses
- (8) South 30° 26' 14" West 150.00 feet to a point; thence
- (9) South 59° 33' 46" East 75.00 feet to a point; thence
- (10) North 30° 26' 14" East 150.00 feet to intersect said southern right-of-way line of Lamonte Avenue; thence with said right-of-way line, the following course
- (11) South 59° 33' 46" East 175.00 feet to a point, thence reversely with the lines of the conveyance to Midway Investment Company by deed dated November 5, 1964 recorded among said Land Records in Liber 1808 Folio 423, the following three (3) courses
- (12) South 30° 26' 14" West 150.00 feet to a point; thence
- (13) South 59° 33' 46" East 75.00 feet to a point; thence
- (14) North 30° 26' 14" East 150.00 feet to intersect said southern right-of-way line of Lamonte Avenue; thence with said right-of-way line, the following course
- (15) South 59° 33' 46" East 461.33 feet to intersect the western right-of-way line of Maryland Route 170; thence with said right-of-way line the following three (3) courses
- (16) South 15° 45' 48" West 172.81 feet to a point; thence
- (17) South 17° 26' 15" West 81.76 feet to a point; thence
- (18) South 18° 02' 36" West 139.01 feet to a point; thence with part of the outlines of said ACADEMY subdivision, the following course

PROPERTY DESCRIPTIONParcel 10: (CONTINUED)

- (19) North 65° 44' 39" West 200.85 feet to intersect the western right-of-way line of Washington Avenue as shown on said plat of ACADEMY; thence with said right-of-way line, the following course
- (20) South 24° 15' 21" West 175.00 feet to a point; thence
- (21) North 65° 44' 39" West 240.00 feet to intersect the eastern right-of-way line of Baltimore Avenue as shown on said plat of ACADEMY; thence with said right-of-way line, the following course
- (22) North 24° 15' 21" East 21.21 feet to a point on said outline of ACADEMY subdivision; thence with said outline, the following three (3) courses
- (23) North 82° 00' 02" West 93.14 feet to a point; thence
- (24) North 55° 27' 20" West 49.50 feet to a point; thence
- (25) South 33° 58' 35" West 280.62 feet to the point of beginning; containing 905,050 square feet or 20.7771 acres of land, more or less, as now described.
- Subject to any and all easements, rights-of-way and agreements of record.

PROPERTY DESCRIPTIONParcel 10: (CONTINUED) SECOND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777 Follo 270 and more particularly described as follows:

Beginning for the same at the intersection of the western right-of-way line of Maryland Route 170 and the northern right-of-way line of Lamonte Avenue, 40 feet wide; thence from said point of beginning and with the said northern right-of-way line of Lamonte Avenue, the following course

- (1) North 59° 33' 46" West 500.95 feet to a point; thence
- (2) North 30° 26' 14" East 150.00 feet to a point; thence
- (3) North 59° 33' 46" West 100.00 feet to intersect the eastern right-of-way line of Urban Avenue, 40 feet wide; thence with said eastern right-of-way line of Urban Avenue, the following course
- (4) North 30° 26' 14" East 150.00 feet to intersect the southern right-of-way line of Bucklina Avenue, 40 feet wide; thence with said southern right-of-way line, the following course
- (5) South 59° 33' 46" East 504.62 feet to intersect said western right-of-way line of Maryland Route 170; thence with said western right-of-way line, the following two (2) courses
- (6) South 11° 12' 40" West 125.41 feet to a point; thence
- (7) South 13° 34' 32" West 189.75 feet to the point of beginning; containing 151,325 square feet or 3.4739 acres of land, more or less, as now described.

Subject to any and all easements, rights-of-way and agreements of record.

PROPERTY DESCRIPTIONParcel 10: (CONTINUED)

All that piece or parcel ^{THIRD} of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964, recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777, Folio 270; the same being more particularly described as follows:

Beginning for the same at a pipe found at the intersection of the northern right-of-way line of Lamonte Avenue, 40 feet wide, and the eastern right-of-way line of Urban Avenue, 40 feet wide; thence from said point of beginning and with said eastern right-of-way line of Urban Avenue, the following course

- (1) North 30° 26' 14" East 150.00 feet to a point; thence
- (2) South 59° 33' 46" East 100.00 feet to a point; thence
- (3) South 30° 26' 14" West 150.00 feet to intersect said northern right-of-way line of Lamonte Avenue; thence with said line, the following course
- (4) North 59° 33' 46" West 100.00 feet to the point of beginning; containing 15,000 square feet or 0.3444 of an acre of land, more or less, as now described.

Subject to any and all easements, rights-of-way and agreements of record.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 524 Page No. 396
Identification No. 272224 Dated March 21, 1988

1. Debtor(s) { Ronald and Patricia Mauer
Name or Names—Print or Type
280 Lions Watch Drive, Pasadena, MD 21122 (A.A.CO.)
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> RECORD FEE 10.00 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: .50</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: AUG. 02 1988

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10
5

Financing Statement for Register of Deeds - Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) HANSEN, Edward J. 601 Crucible Court Millersville, MD 21108	2 Secured Party and Address Norwest Bank LaCrosse, National Association 305 Fifth Avenue South LaCrosse, WI 54601	RECORD FEE 11.00 POSTAGE .50 RECEIVED CASH 004 109131 09/22/88
3 No. of Additional Sheets Presented		
4 This Financing Statement covers the following types (or items) of Property (Collateral): 1983 Glastron Boat, Serial #GLAB8011M83A 1984 70 hp Evinrude, Serial #J044249 1984 Trailer 11 00 -50		5 Assignee of Secured Party and Address
Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		
6 _____ - SIGNATURE OF DEBTOR - TITLE _____ - SIGNATURE OF DEBTOR - TITLE _____ - SIGNATURE OF DEBTOR - TITLE _____ - SIGNATURE OF DEBTOR - TITLE	7  SIGNATURE OF SECURED PARTY OR ASSIGNEE - TITLE Signature of Secured Party permitted in lieu of Debtor's signature: <input checked="" type="checkbox"/> (1) Collateral is subject to a security interest in another jurisdiction, and <input type="checkbox"/> Collateral is brought into this state. <input type="checkbox"/> Debtor's location was changed to this state. (2) For other situations, see s.409.402(2), Wis. Stats.	
(1) Filing Officer Copy - Alphabetical.		

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 9/16/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John E. Juchno

Address 15303 Pinetree Way, Bowie, MD 20716

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 755 Tractor, MFWD
S/N M00755D490118

New John Deere 50A Box scraper
S/N M0050AB100942

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X
John E. Juchno
(Signature of Debtor)

John E. Juchno
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

POSTAGE .50
MELBROE ROAD R04 TOP 139
09/22/88

Arthur Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

11.00
5.00

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

John A. Howard

7959 Telegraph Road #113
Severn, Maryland 21144

AA CO

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

Used 1985 Liberty Homes, Corp. 14 X 70, 3 bedroom mobile home serial # 56780

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

John A. Howard
JOHN A. HOWARD

Secured Party

THE BANK OF BALTIMORE

BY

Juanita Hamilton TEE

11.00

RECORDED 0040 R04 T10+10

09/22/08

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

1000

A. A. 11.50
Rec. tax 112.00

BOOK 532 PAGE 301

274623

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,599.03. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 John E. Harms, Jr., & Associates, Inc. P. O. Box 5, Ritchie Highway
 Pasadena, Maryland 21122

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Debra Grimm, Documentation Assistant 100 S. Charles St.
 Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors John E. Harms, Jr. & Associates, Inc.
 BY: [Signature] (Seal)
 John E. Harms, Jr., President
 _____ (Seal)

RECORD FEE 11.00
 RECORD (Seal) 112.00
 POSTAGE .50
 #213012 (Seal) 104 710413
 09/22/08

Form 609 (7/82)

11.00
112.00
50

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

SCHEDULE A

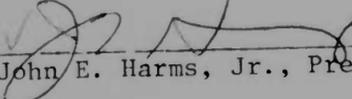
BOOK 532 PAGE 302

This Schedule A is attached to and made a part of a Financing Statement by and between John E. Harms Jr & Associates, Inc. (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

Section F Continued

Quantity		Description
1	900090	T1000/DI1000 Electronic Station to include: theomat, tribrach w o/p, hard case, geb 77 plug-in battery, distomat, sunshade, counterweight & battery charger
1	900087	GRE-3, 32K data collector w basic program module 32k magnetic bubble memory, battery & cable
1	424239	CIF-2 RS232 interface back up power source
1	402210	GEB70 small battery, external
1	409684	Y-cable for T1000/GRE3/GEB70
1	99999	profis software package
		Traverse "SE1"
3	394752	GST20-09 wooden tripod
2	3997766	GDF22 Tribach w o/p
2	325722	GRT10 carrier
2	362830	round prism
2	237718	single prism holder w target
1		plumbing pole
1	441874	hard case for 2 target & assy

John E. Harms Jr & Associates, Inc.

BY  (SEAL)
John E. Harms, Jr., President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
1005 CHARLES ST 3rd FL
BALTIMORE, MARYLAND 21201

BOOK 532 PAGE 303

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 512 Page No. 419
Identification No. 267717 Dated MAY - 22, 1987

1. Debtor(s) AG Recovery Co., Inc.
Name or Names—Print or Type
717 L Hammonds Ferry Road Linthicum Heights, Md 21090
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
25 S. Charles Street Banc 101-560 Baltimore, Md 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) AMENDMENT

DEBTOR
Name Change: From: Naron AG Refinign Co., Inc.
To: AG Recovery Co., Inc.

Daniel E. Wagner
Daniel E. Wagner, President

RECORD FEE 10.00
POSTAGE .50
2013150 0040 104 110420
CK 05/22/88

Dated: 9-1-88 FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

Richard F. Scheller
Signature of Secured Party
Richard F. Scheller, Vice President
Type or Print (Include Title if Company)

10.00
50

532 PAGE 304
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

Identifying File No. 274624

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/13/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Quintex Mobile Comm. Corp. Attn: Neil Levine
Address 800 Crain Highway NW, Glen Burnie, MD 21061

2. SECURED PARTY

Name Bell Atlantic Mobile Systems, Inc. Attn: Martha Liotta
Address 180 Mt. Airy Road, Basking Ridge, NJ 07920

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of mobile telephones, now or hereafter owned, which are the subject of Paragraph 4, Page 3 and 4 of the Agency Agreement dated, June 16, 1988, and all replacements thereto and proceeds thereof including insurance proceeds.

Name and address of Assignee

390-87-003

RECORD FEE 11.00
RECORD FEE 11.00
POSTAGE 0.50
#214030 0040 104 110+36
09/22/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Neil Levine
(Signature of Debtor)

11.00
50
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Willow Enterprises, Inc Address(es) 325 Roesler Rd., Glen Burnie, MD 21061

6. Secured Party Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md 21061
 Attention: Louis Wilner

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops, fixtures or real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE
 \$11.00
 274627
 09/22/08

Willow Enterprises, Inc (Seal)
Larry J. Wilner- Pres (Seal)
Larry J. Wilner (Seal)

Secured Party
Willow Enterprises, Inc (Seal)
Louis Wilner- Sec Treas
 Type name and title
 Assignee- Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

11-0-00

SCHEDULE A

532 PAGE 306

This Schedule A is attached to and made a part of a
installment contract dated Sept 20, 1988, between Willow Enterprises
(Seller) and Willow Enterprises, Inc (Buyer)

10 Wurlitzer "One More Time" Music Boxes-528396-528398-528401-528407
528408-528411-528419-528421-528388-528392

10 SNK Pow"s Video Amuse-SNK 25682-25683-25689-25694-25697
25699-~~XXXXXX~~ 25703-25611-25614-25608

10 Data East Bad Dudes Video Amuse- DE38623-38629-38631-~~XXXXXX~~ 38634
38639-38641-38644-38647-38648-38652

6 Konami Main Events- Ko 49862-49865-49867-49869-~~49870~~ 49871-49877

274623

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR William Smith d/b/a
Name: Bill Smith's Body Shop
Address: 7328 Furnace Branch Rd, Glen Burnie, MD 21061

2. SECURED PARTY
Name: MIDLANTIC COMMERCIAL LEASING CORP.
Address: 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list):

- 1 - 2 Post Drive On Bench w/accessories

RECORD FEE 1.00
POSTAGE .30
REGISTRY 6040 804 116422
09/22/70

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William Smith owner
(Signature of Debtor)

William Smith
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. Banks
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.

J. BANKS
Type or Print Above Signature on Above Line

BOOK 532 PAGE 307

1200
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Furman Lumber, Inc.
Address 108 Massachusetts Avenue, Boston, Massachusetts 02115

2. ~~SECURED PARTY~~ Lessor

Name BancBoston Leasing Inc.
Address 100 Federal Street, Boston, Massachusetts 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 20, 2000

4. This financing statement covers the following types (or items) of property: (list)
EQUIPMENT UNDER LEASE. This filing is for precautionary purposes although the parties do not consider said Lease a secured transaction.
(1) New 1988 Great Dane 45' Platform Semi-Trailer, Model GP-245, S/N 1GRDM9024JM095903. Location: Henkels Lane, Annapolis Junction, Maryland 20701.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 1.10
6214890 0940 R04 714123
09/22/88

George R. Gray
(Signature of ~~Debtor~~ Lessee)

George R. Gray
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James D. Tighe
(Signature of ~~Secured Party~~ Lessor)

James D. Tighe
Type or Print Above Signature on Above Line

11.00

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 265,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)
 Towne Center Group 900 Ritchie Highway
 Limited Partnership Severna Park, Md. 21146

6 Secured Party Address Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK XXXXXXXXXX 10 Church Circle
 Attention Patricia A. Hicks XXXXXXXXXX Annapolis, Md. 21401
XXXXXXXXXXXXXXXXXXXX

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property.

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 14, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

RECORD FEE 13.00
 POSTAGE .50
 #287070 C237 R02 T13:57
 09/22/88

Debtor(s): TOWNE CENTER GROUP LIMITED PARTNERSHIP

Secured Party: MARYLAND NATIONAL BANK

BY: G.W. Koch Associates, Inc. (SEAL)
 General Partner

By _____ (SEAL)

BY: _____ (SEAL)
 Gary W. Koch, ~~President~~ VICE PRESIDENT
 G.W.K.

Patricia A. Hicks, Vice President
Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

13⁰⁰

BEGINNING for the same at a pipe found on the Southeast right-of-way line of Crain Highway 80' wide at the beginning of the first or North 30 23' East 35.00 feet line of that deed dated November 9, 1953 and recorded among the land records of Anne Arundel County, Maryland in Liber JHH 799, Folio 276 was granted and conveyed by County Trust Company, formerly known as the Eastern Shore Trust Company, to the Glen Burnie Realty Company, thence leaving Crain Highway and running reversely with and binding on the fourth or North 59 37' East 100.00 feet line of the abovementioned deed as now surveyed (1) South 65 37' 43" East 100.00 feet to a pipe found at the beginning of said line, said pipe being on the third or Southeasterly 180' line of that parcel of land which by deed dated March 22, 1919 and recorded among the land records of Anne Arundel County, Maryland in Liber WNW 10, Folio 108 was granted and conveyed by Curtis Creek Mining Co. to the Eastern Shore Trust Company, thence running with said line and along the building wall of Hathaway's Furniture Store (2) South 24 23' 14" West 24.04 feet to a point at the beginning of the third or Southeasterly 107.35 feet line of that parcel of land which by deed dated May 23, 1941 and recorded among the land records of Anne Arundel County in Liber JHH 237, Folio 62 was granted and conveyed by County Corporation of Maryland to County Trust Company thence running with and binding on said third line, (which as now surveyed is within the building wall of Hathaway's Furniture Store by about 0.15 hundreds of a foot more or less for about 39 feet of the building wall)

(3) South 44 46' 02" East 107.07 feet to a nail set at the beginning of the 4th line of the last mentioned deed, thence running with and binding on said fourth line being the northwest side of Drum Point Avenue (now abandoned)

(4) South 24 19' 58" West 114.79 feet to a nail set at the beginning of the first line of the last mentioned deed, on the North side of Rail Road Avenue North, now known as Post 40 Road, thence running with and binding on the first line of the above last mentioned deed and continuing with the fourth line of the deed secondly mentioned hereinabove

(5) North 48 25' 37" West 209.49 feet to a nail set on the Southeast right-of-way line of the aforementioned Crain Highway, thence running with and binding on the Southeast right-of-way line of Crain Highway

(6) North 24 22' 17" East 115.00 feet to the place of beginning containing 0.517 acres of land as now surveyed by Ronald W. Johnson Associates, Inc.

BOOK 532 PAGE 311

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254918

RECORDED IN LIBER EAC 480 FOLIO 422 ON 12-12-84 (DATE)

1. DEBTOR

Name Equity Fund Properties/R. Solem

Address 7512 Whittier Boulevard, Bethesda, MD 20817

2. SECURED PARTY

Name Second National Federal Savings Bank

Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE .50

#372140 1345 R01 T14130

09/22/88

Second National Federal Savings Bank

Dated 8-19-87

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Vice President

10

EF1.3

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Car Care Warehouse, Inc. Address(es): 8159 Governor Ritchie Highway, Pasadena, Md.
t/a Team Car Care Warehouse 2303A Forest Drive, Annapolis, Md. 21401 21122

6. Secured Party: Maryland National Bank Address Department: CLDRU
 Attention: C. Moore Post Office Box 987, Mailstop 509-277
Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 12.00
 POSTAGE .50
 #314120 C040 R04 T14+30
 09/22/88

Debtor: Car Care Warehouse, Inc.

Secured Party: Maryland National Bank

By: John C. Gaines, Chairman of the Board (Seal)
 Type name and title, if any

By: Roy S. Lewis, Vice President (Seal)
 Type name and title

By: _____ (Seal)
 Type name and title, if any

Roy S. Lewis, Vice President
 Type name and title

17.00
 .50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

271632

FINANCING STATEMENT

DATE: September 16, 1988

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 140.00
Taxable Amount of Debt \$ 20,000.00

NAME OF DEBTOR (S): Industrial Service Contractors, Inc.

ADDRESS: 1003 Mt. Holly Drive
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
R214110 0040 804 114+27
09/22/88

DEBTOR(S):

SECURED PARTY:

Industrial Service Contractors, Inc.
(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Donald E. Lamb, President

BY: Karen W. Lamb, Treasurer

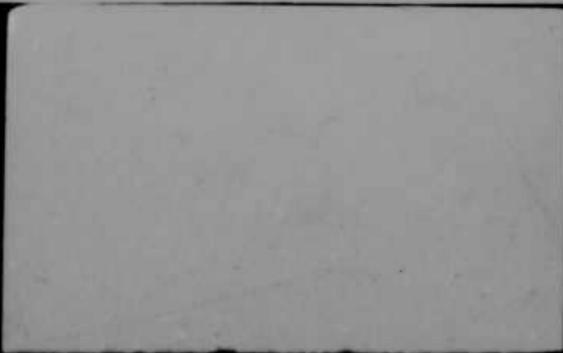
BY: [Signature]
(Authorized Signature)

BY: _____

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.00
.50
140.00



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 370283

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 11.00
POSTAGE .50
#214150 0040 104 114134
CK 09/22/88

PROVIDENT BANK OF MARYLAND

Dated September 2, 1988

By: Mary R. Henderson
(Signature of Secured Party)

Mary R. Henderson, Assistant Vice President
Type or Print Above Name on Above Line

1150

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

BEING KNOWN AND DESIGNATED as Lots Numbered 2 and 10 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 20 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 32 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

BOOK 532 PAGE 316

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDS FEE 11.00
POSTAGE .50
#214186 0040 004 114134
09/22/88

PROVIDENT BANK OF MARYLAND

Dated September 2, 1988

By: Mary R. Henderson
(Signature of Secured Party)

Mary R. Henderson, Assistant Vice President
Type or Print Above Name on Above Line

11.50

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

BEING KNOWN AND DESIGNATED as Lots Numbered 2 and 10 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 20 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 32 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 3 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 41, respectively.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
TIRE MERCHANTS INTERNATIONAL INC
8332 BRISTOL CT &
8351 BRISTOL CT
JESSUP, MD 20794

2. Secured Party(ies) and address(es)
THE FIRESTONE TIRE & RUBBER COMPANY
WHOLESALE & CORPORATE CREDIT
1200 FIRESTONE PARKWAY
AKRON, OH 44317

For Filing Officer (Date, Time, Number, and Filing Office)

~~RECORD FEE 11.00~~
~~POSTAGE .05~~
~~POSTAGE EC-20 004 116047~~
VOK JV 09/22/88

4. This financing statement covers the following types (or items) of property:

ALL EQUIPMENT, INVENTORY AND PURCHASE MONEY RELATED ACCOUNTS (AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT A ATTACHED HERETO) NOW OR HEREAFTER ARISING OR ACQUIRED BY DEBTOR FROM, AS A RESULT OF OR WITH FINANCIAL ACCOMMODATIONS PROVIDED BY SECURED PARTY, PLUS ALL PROCEEDS, INCLUDING WITHOUT LIMITATION, PROCEEDS OF ANY INSURANCE POLICIES AND PRODUCTS OF ALL SUCH ASSETS AND BOOKS AND RECORDS RELATED TO ANY OF THE FOREGOING.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#214290 0040 004 116148
09/22/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: COUNTY RECORDER, ANNE ARUNDEL COUNTY, ANNAPOLIS, MD 21401

TIRE MERCHANTS INTERNATIONAL INC
By: X [Signature]
Signature(s) of Debtor(s)

THE FIRESTONE TIRE & RUBBER COMPANY
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11-50

EXHIBIT A

"Equipment" means all of Debtor's now owned and hereafter acquired machinery, equipment, fixtures and trade fixtures, together with all accessions, attachments and appurtenances thereto, substitutions therefor and replacements thereof, wherever located.

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise and other property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work-in-process, finished goods, returned and repossessed goods, and materials and supplies of any kind, nature or description which are used or consumed in Borrower's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other property and all documents of title or other documents and instruments representing the same. Without limiting the foregoing, Inventory shall include all tires bearing the names or marks Firestone, Dayton, Road King, Seiberling, Gillette, Peerless, Sprint, Laramie 747, Duralon, Atlas Silveraire, Atlas Silvertrac, Cushionaire, Farland or such other names or marks as Firestone may now or hereafter sell, distribute or otherwise make available to Dealer.

"Purchase Money Related Accounts" means all Receivables of Debtor generated by or arising from the sale, lease or other disposition of Equipment, Inventory or Receivables acquired from or with financial accommodations provided by Secured Party.

"Receivables" as used in this Exhibit A means all present and future rights of Debtor to payment for goods sold or leased or for services rendered, regardless of how evidenced and whether or not earned by performance; accounts; letters of credit; sight drafts, contract rights, chattel paper, documents of title and all other instruments and agreements whatsoever owing or otherwise payable to or held by Debtor and generated by or arising from the sale, lease or other disposition of goods or services; and all rights in any merchandise or goods which any of the foregoing may represent, and all rights, remedies, title, security and guarantees with respect to each of the foregoing.

051S7/C



BOOK 532 PAGE 320

SECURITY NATIONAL BANK
Notice of Termination of Assignment

TO: Circuit Court
for
AnneArundel County
Instrument Receipt #23917 C040 R01 T13:51
Book 475
Page 312

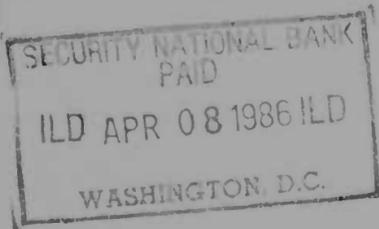
DATE: April 30, 1986

This has reference to Contract No. 252883
entered into between Van Doorn Ooms
and Security National Bank
2000 M. Street, N.W.
Washington, D.C. 20036
ATTN: Installment Loan Dept.

dated July 26, 1984

PLEASE TAKE NOTICE that the original Assignment pursuant to the Assignment of Claims Act of 1940, as amended, 54 Stat. 1029; 65 Stat. 41 (31 U.S.C. 203, 41 U.S.C. 51) is hereby terminated and the secured party hereby certifies that it no longer claims a security interest under said assignment.

Please acknowledge and return one executed copy of this termination statement to the party listed below in the return block.



Sincerely,
SECURITY NATIONAL BANK
Assignee

By: Mary Cotturo
Title: Mary Cotturo, Assistant Cashier

Receipt is hereby acknowledged of the above Notice of Termination:

Return to: Security National Bank
2000 M. Street, N.W.
Washington, D.C. 20036
ATTN: Installment Loan Dept.

RECORD FEE 10.00
POSTAGE .50
#214390 C040 R01 T13:16
CK 09/20/88

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)
Wells Fargo Alarm Services, Div.
of Baker Industries, Inc.
809 A Barkwood Ct.
Linthicum Heights, MD 21090

2. Secured Party(ies) and address(es)
Citicorp North America, Inc.
601 Midland Avenue
Rye, NY 10580

3. Maturity date (if any)
For Filing Office (Date, Time, Number, Fee)
214583 1040 PM 116:00
09/22/88

4. This financing statement covers the following types (or items) of property:

(1) AT&T System 25

NOT SUBJECT TO RECORDATION TAX 7000031-5001 C

1100

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:
No. of additional Sheets presented

Wells Fargo Alarm Services, Division
of Baker Industries, Inc.
By: Robert J. Casson - August 8, 1988
Signature(s) of Debtor(s)
Robert J. Casson, Branch Manager

Citicorp North America, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 143
Identification No. 266819 Dated Apr. 1, 1987

1. Debtor(s) { The Avendt Group, Inc.
Name or Names - Print or Type
1906 Forest Drive Annapolis, Md. 21401
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names - Print or Type
18 West Street Annapolis, Md. 21401
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

10.50

RECORD FEE 10.00
POSTAGE .50
RELATD COND NOA 715-10
07/22/88

Dated: Sept. 7, 1988

First National Bank of Md.

Trudye N. Weisberg

(Name of Secured Party)

Trudye N. Weisberg

(Signature of Secured Party)

Loan Accounting Officer

Type or Print (Include Title if Company)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.F. BEALL, INC.
Address 365 MD. ROUTE 3 NORTH MILLERSVILLE, MD 21108

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT COMPANY, INC.
Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772
J.I. CASE CREDIT CORP. 5790 WIDEWATERS PARKWAY SYRACUSE, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW CASE MODEL 1845C UNILOADER SERIAL #JAF0017223

Name and address of Assignee

THIS IS A RETAIL INSTALLMENT CONTRACT

POSTAGE .15
POSTAGE .45

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

REC-14770 C-140 R-1 11/16/14
09/23/00

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1100
50

Robert Z. Beall, Inc.
(Signature of Debtor)

R.F. BEALL, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay Bukamer
(Signature of Secured Party)

SUIT & WELLS EQUIPMENT CO., INC.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE DUE

If this statement is to be recorded in land records check here. []

CSC DOES NOT REQUIRE RECORDATION TAX

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Khan, Al dba Al Khan Construction
Address 8016 Hadfield Ct., Pasadena, MD 21122

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Dr.
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The collateral is the equipment described on the attached Security Agreement between the Debtor and Secured Party, whether now owned or hereafter acquired, and proceeds thereof, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, and contract rights.

Name and address of Assignee
Textron Financial Corporation
10 Dorrance Street
Providence, RI 02903

The attached Security Agreement is being filed in lieu of a financing statement pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#214796 0040 004 116115
09/22/88

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ANNE ARUNDALE COUNTY

- [] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

SEE ATTACHED

(Signature of Debtor)
Al Khan dba Al Khan Construction
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

TFC TEXTRON

BOOK 532 PAGE 325

EQUIPMENT FINANCING SECURITY AGREEMENT

DEBTOR NAME Al Khan dba Al Khan Construction		SECURED PARTY: TEXTRON FINANCIAL CORPORATION	
ADDRESS 8016 Hadfield Ct.		COUNTY Anne Arundel	SUPPLIER OF EQUIPMENT NAME/CONTACT Outdoor Power CONTACT Patrick Graham
CITY Pasadena	STATE MD	ZIP CODE 21122	ADDRESS/PHONE NO. 1915 Lincoln Drive PHONE NO 301-268-5040
PERSON TO CONTACT: Al Khan	TELEPHONE (301) NO. 437-0501	CITY Annapolis	STATE MD ZIP CODE 21401

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
1	Mustang 940 skid loader		8401953	CASH SALE PRICE \$ 16686.60
				DOWNPAYMENT/TRADE-IN \$ 4686.86
				DOCUMENTATION FEE \$ 50.00
				UNPAID PRINCIPAL BALANCE \$ 12049.94
				FINANCE CHARGE \$ 2881.06
				CONTRACT PRICE \$ 14931.00

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT DEBTOR
1

SCHEDULE - MONTHLY OTHER
EXPLAIN OTHER

TERM OF LOAN 36 MONTHS	LOAN PAYMENT AMOUNT NO. 36 PAYMENTS OF \$ 414.75
----------------------------------	---

THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH DEBTOR ACKNOWLEDGES THAT HE HAS READ.

1. Debtor hereby grants to Secured Party (as defined below in the signature block) a security interest in the equipment listed above or, separately scheduled in Schedule "A" attached hereto and made a part hereof (the "Equipment"), to secure the performance and payment of all obligations and indebtedness of whatever kind and whenever created of Debtor to Secured Party, including but not limited to Debtor's obligation to pay to Secured Party the amounts described above (the Contract Price) in connection with the funds and financial accommodations extended to Debtor by Secured Party for the acquisition of the Equipment (collectively referred to hereinafter as the "Obligations"). Debtor agrees that the extent of Secured Party's purchase money priority in the Equipment shall be determined by reference to the entire outstanding amount owing hereunder at the time of any such determination.

2. Debtor promises to pay Secured Party the total amount set forth above which represents principal and interest pre-computed over the term hereof, provided however, that the final loan payment amount may be adjusted from the loan payment amount listed above, to include any accrued but unpaid principal and interest. The first loan payment shall be due no later than 30 days (if payments are payable monthly) or 90 days (if payments are quarterly) from the date this Agreement is signed by the Secured Party, at the sole discretion of the Secured Party.

3. The loan payments set forth above are based upon the estimated cost of the Equipment and such payments shall be adjusted proportionately if the actual cost of the Equipment (including taxes, delivery and any other charges) differs from such estimate. Debtor hereby authorizes Secured Party to so adjust the loan payments if the sales invoices from Supplier indicate a total cost to Secured Party that is greater than the estimated Equipment cost, provided, however, that if the total cost to Secured Party exceeds the estimated cost of the Equipment by more than twenty percent (20%), Secured Party shall so notify Debtor and obtain its approval to such payment adjustment. If within 90 days of the date Debtor executed this Agreement (the "Acceptance Period") the Equipment has not been delivered to and accepted by Debtor, Secured Party may terminate this Agreement and its obligations to Debtor hereunder or extend the Acceptance Period for such additional period of time as Secured Party may specify; provided, however, that if the Acceptance Period is so extended by Secured Party, the loan payments shall be adjusted if the announced prime lending rate at Chase Manhattan Bank, N.A., New York, New York on the date of the Equipment's delivery to Debtor is greater (but not less) than its announced prime lending rate in effect as of the date Debtor executed this Agreement; in such event the monthly loan payments hereunder shall increase by an amount determined by multiplying the total cost to Secured Party of the Equipment by .00014 for each 1/4 of 1% increase in the prime rate (or an equivalent computation if loan payments are payable on other than a monthly basis), and Debtor authorizes Secured Party to amend the payment terms of this Agreement accordingly.

4. Debtor promises and agrees to pay, without demand, all specified loan payments (unless otherwise agreed to by Secured Party) on the next following first or fifteenth day of the month after the date on which Secured Party signs this Agreement. Said loan payments shall be payable at the office of Secured Party, or to such other person and/or at such other place as Secured Party may from time to time designate in writing. All past due installments hereunder shall bear interest at the Secured Party's then current late charge, which shall in no event be in excess of the maximum rate permitted by applicable law. The total interest rate charged hereunder shall in no event exceed the legal maximum.

5. THIS AGREEMENT REPRESENTS AN UNCONDITIONAL OBLIGATION TO PAY THE OBLIGATIONS SET FORTH HEREIN. If the Equipment is not properly installed, does not operate as represented or warranted by Supplier or is unsatisfactory for any reason, Debtor shall make any claim or account thereof solely against Supplier, hereby waiving any such claim against Secured Party, and shall in any such event make all payments hereunder to Secured Party without offset, deduction or abatement for any reason. Debtor acknowledges and agrees that Secured Party is neither a manufacturer nor a supplier of the Equipment; that neither the Supplier of the Equipment nor any salesman, employee or other agent of the Supplier is an agent of Secured Party, and that no salesman or agent of the Supplier is authorized to waive or alter any provisions of this Agreement. SECURED PARTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR A PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTRACT OR SPECIFICATION; PATENT INFRINGEMENT; OR LATENT DEFECTS. NOR SHALL SECURED PARTY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT).

TERMS AND CONDITIONS CONTINUED ON REVERSE ➔

TFC 2/88

ACCEPTED: DATE: September 9, 1988

DATE: September 9, 1988

SECURED PARTY: TEXTRON FINANCIAL CORPORATION

DEBTOR: Al Khan dba Al Khan Construction

BY: (X) *Cynthia Narisare* TITLE: Agent

The undersigned affirms that he is a duly authorized corporate officer, partner or proprietor of the above named Debtor, and has the authority to execute this Security Agreement on its behalf.

BY: (X) *Al Khan* TITLE: Owner

NON-NEGOTIABLE FOR FILING PURPOSES ONLY

DEBTOR'S SIGNATURE IN INK IS REQUIRED ON ORIGINALS (Pages 1, 2, 3 & 4)

3

EQUIPMENT FINANCING SECURITY AGREEMENT

6. Debtor shall not lend, mortgage, pledge or otherwise dispose of the Equipment or any interest therein. Debtor shall keep the Equipment free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of Secured Party, and any sum of money that may be paid by Secured Party (without affecting, impairing or waiving any of Secured Party's rights hereunder) in release or discharge of such liens, encumbrances or security interests shall be paid by Debtor to Secured Party on demand as an additional part of the Obligations secured hereunder. Debtor agrees to keep the Equipment separate and capable of identification as the property of Secured Party and to make entries in its books showing that the Collateral is held for the account of Secured Party.

7. Debtor shall bear all risk of loss, destruction, or damage to the Equipment. The Equipment shall be insured by Debtor, at Debtor's expense, for its full replacement value until Secured Party's security interest is terminated, against all expected risk to which it is exposed, including fire, theft and collision and those which Secured Party may designate, the insurance policies to be satisfactory in all respects to Secured Party, and payable first to Secured Party and then to Debtor as their respective interests appear, and to be delivered to the Secured Party on demand.

8. The Equipment will be used primarily for business or commercial purposes, will be kept at the location specified above, and the Debtor will not remove the Equipment from such address without the prior written consent of the Secured Party. Debtor shall not sell or assign or otherwise dispose of any of its rights in the Equipment or any of its Obligations hereunder without the prior written consent of Secured Party.

9. Secured Party may, without notice to Debtor, transfer, sell, assign or otherwise dispose of all or any portion of its rights hereunder or its interest in the Equipment, and Debtor agrees that the rights of any such transferee or assignee of Secured Party shall not be subject to any defense, setoff or counterclaim that Debtor may have against Secured Party, and that such transferee or assignee shall have all of the Secured Party's rights hereunder, but none of its obligations (Secured Party remaining liable therefor).

10. The Debtor will keep the Equipment in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Secured Party may, upon reasonable request, inspect the Equipment at any reasonable time, wherever located. Debtor will pay promptly when due all taxes and assessments upon the Equipment or for its use or operation, or upon this Agreement.

11. Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Secured Party may require in order to vest in and assure to Secured Party its rights hereunder or in any of the Equipment, including without limitation, execution and delivery of financing statements which Secured Party deems appropriate to perfect and continue the security interests hereby granted. Debtor hereby irrevocably authorizes Secured Party, or its designee, at Debtor's expense, and at Secured Party's option, (1) to file counter parts or photocopies of this Agreement marked "Non-Negotiable, For Filing Purposes Only" in lieu of financing statements, (2) to file financing statement(s) or amendment(s) thereto without the signature of Debtor with respect to any of the Equipment, or (3) if a signature is required by law, then Debtor appoints Secured Party as the Debtor's attorney in fact to execute such financing statement(s).

12. Upon default by Debtor in the prompt payment or performance of any of the Obligations secured by the Equipment or any obligations hereunder, or upon the dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property, assignment for the benefit of creditors, calling of a meeting of creditors, appointment of a committee of creditors or offering of a composition or extension to creditors by, for, or of the Debtor or any guarantor, surety or other party liable to Secured Party in respect of the Obligations, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor or any such guarantor, surety or other party liable to Secured Party, Secured Party may, without notice or demand, declare this Agreement to be in default and accelerate the maturity of all of the Obligations secured hereby, and Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to take possession of the Equipment, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Equipment may be situated and remove the same therefrom. Debtor hereby waives, to the fullest extent permitted by applicable law, any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights hereunder, including without limitation its rights following an event of default to take immediate possession of the Equipment and exercise its rights with respect thereto. Secured Party shall have no duty as to the collection or protection of the Equipment or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. Secured Party may exercise its rights with respect to the Equipment without resorting or regard to other collateral or sources of reimbursement for liability. All rights and remedies of Secured Party with respect to the Obligations or the Equipment, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Debtor shall pay to Secured Party on demand any and all expenses, including reasonable counsel fees, incurred or paid by Secured Party in protecting or enforcing its rights upon or under the Obligations or the Equipment. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Equipment shall be applied to the payment of principal or interest on the Obligations in such order or preference as Secured Party may determine, proper allowance for interest on the Obligations not then due being made, and any excess shall be returned to Debtor, and Debtor shall remain liable for any deficiency.

14. Except as to matters concerning the proper place and manner of filings and recordings necessary for the perfection of the security interest granted herein, this Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Rhode Island. This Agreement is intended to take effect as a sealed instrument.

15. Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks a serial numbers, date of first payment and the like. Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations, the Equipment or this Agreement unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Further, Debtor acknowledges receipt of a true copy and waives acceptance hereof.

16. If Debtor is a corporation, this Security Agreement is executed pursuant to authority of its Board of Directors. "Debtor" and "Secured Party" as used in this Security Agreement include the heirs, executors or administrators, successors or assigns to those parties. If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

17. This agreement may be executed in any number of counterparts. In providing the existence of this agreement, it shall not be necessary to produce or account for more than one such counterpart. The single executed original of this Agreement marked "AGREEMENT ORIGINAL" shall be the "Original" and all other counterparts hereof shall be duplicate and shall be labeled as "Non-Negotiable."

WITNESS WHEREOF, Debtor and Secured Party have each caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth on front.

DATE: SEPTEMBER 2, 1981
DEBTOR: AT RISK DISC AT RISK CORPORATION
BY: [Signature]
TITLE: OWNER
DEBTOR'S SIGNATURE IN INK IS REQUIRED ON ORIGINALS (Form T-238-A)

300x
532
PAGE 326

274637

BOOK 532 PAGE 327

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Eastern Cable and Communications Corporation 6427 Freedman Drive Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Commercial Loan Dept.</u> <u>Collateral Supervisor</u></p> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Telephone Cable Repair (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other John Deere Backhoe/Loader
Model #310A Serial #278714T
Trailer, Model #3FB180-E, Serial #6102

RECORD FEE	11.00
RECORD TAX	70.00
POSTAGE	.05
POSTAGE	.45

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ^{XXXX} (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 10,000.00

NO CO-40 R04 T16427
09/22/88

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

(Type Name)

By: X John L. Pohlman

By: X Cynthia Pohlman
Cynthia, Pohlman, President

(Type Name)

By: X John L. Pohlman, Jr.
John L. Pohlman, Jr. Vice President

9-19- 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11.00
70.00
70.50
4 1.50

clerk of circuit court - Anne Arundel (Maryland)

BOOK 532 PAGE 328

274638

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Furman Lumber, Inc.

Address 108 Massachusetts Avenue, Boston, Massachusetts 02115

2. ~~SECURED PARTY~~ Lessor

Name BancBoston Leasing Inc.

Address 100 Federal Street, Boston, Massachusetts 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 20, 2000

4. This financing statement covers the following types (or items) of property: (list)
EQUIPMENT UNDER LEASE. This filing is for precautionary purposes although the parties do not consider said Lease a secured transaction. (1) Hyster Model H80XL, HM3055, S/N F005A05363J, Perkins Diesel Engine, Manual Transmission w/Oil Clutch, 6 Deg Forward, 6 Deg Backward Tilt, 7.00 X 15 Solid Pneumatic Steer Tires, 7.00 X 12 Solid Pneumatic Drive Tires, 145.5" 2 Stage Vista, 97" Lowered, 6" Free Lift, 62" Pin Type Integral Sideshift, 62" Load Backrest, 47.5" Polished & Tapered Forks, 3 Way Valve, 2 Way Hose Group, Rear Counterweight Exhaust. Location: Henkels Lane, Annapolis Junction, MD, 20701

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of ~~Debtor~~) Lessee

George R. Gray
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of ~~Secured Party~~) Lessor

JAMES D. Tighe
Type or Print Above Signature on Above Line

RECORD FEE 11.00
REL-560 COMD R04 T10129
09/22/00

11.00

Anne Arundel Co
C-02-06000-2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR
Name Joseph M. Magnolia and John D. Magnolia, Individually and as
Co-Partners T/A Nap Equipment Company
Address 845 Holly Drive South Annapolis, MD 20014

2. SECURED PARTY
Name Elliott & Frantz, Inc.
Address 10421 Guilford Road Jessup, MD 20794
First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

RECORD FEE 17.00
POSTAGE .50
#214970 0040 R04 116130
08/22/98
tu

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Joseph M. Magnolia and John D. Magnolia, Individually and as
Co-Partners T/A Nap Equipment Company

See attached for original signatures
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

19.00
50

EQUIPMENT LEASE AGREEMENT Joseph M. Magnolia and John D. Magnolia, Individually and as

"LESSOR": Elliott & Frantz, Inc.

"LESSEE": Co-Partners I/A Nap Equipment Company

Address: 10421 Guilford Road Jessup, MD 20794

Address: 845 Holly Drive South Annapolis, MD 20014

On the 15th day of September, 19 88, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) New Hitachi Hydraulic Excavator Model EX270LC, S/N 158-5330 with 51" GP Bucket and 30" Central Fabricator Bucket
**See Schedule "A" attached hereto and made a part hereof for payment schedule.

TOTAL RENT \$ 158,243.10

ADVANCE RENT Paid Herewith \$ 5,000.00

BALANCE OF RENT \$ 153,243.10

No Purchase Option available hereunder

No Renewal Option available hereunder

*Wherever the name Credit Alliance Corporation or Leasing Service Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Equipment to be located at: 845 Holly Drive South

Annapolis, MD 20014

Record Owner of Real Estate:

Handwritten initials and a circular stamp with the word "HERE" below it.

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Holder") and upon such assignment, Lessee agrees not to assert against Holder and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Lessor who has executed this lease and/or any prior Holder, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Holder (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

16th day of September, 19 88, and continuing on the same date of each month thereafter until paid; the first 36 installments shall each be in the amount of \$ **, plus any applicable sales tax, and the final installment shall be in the amount of

\$ **, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment so paid for. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest, Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days, prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all costs, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Elliott & Frantz, Inc. (SEAL) (Print Name of LESSOR Here)

Joseph M. Magnolia and John D. Magnolia, Individually and as Co-Partners I/A Nap Equipment Company (SEAL) (Print Name of LESSEE Here)

By: Robert L. Schaeffer VP (Signature and Title of Authorized Officer, Partner or Individual)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: [Signature] Secretary

Attest: [Signature] Secretary

This instrument was prepared by

CREDIT ALLIANCE CORPORATION

ADDRESS:

2 FINANCING STATEMENT ORIGINAL-FOR FILING

532 PAGE 330

800*

532 PAGE 331

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and reasonable attorney's fees, which are hereby agreed to be 20% of any amount sought, and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent, or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. **LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT.** Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days' prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the State and County of New York.

_____(L.S.)_____(L.S.)
(Guarantor) (Guarantor)
_____(L.S.)_____(L.S.)
(Guarantor) (Guarantor)

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over the CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due thereon or to become due therein and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____ (SEAL)
(Witness) _____ (Print Corporate, Partnership or Trade Name or Individual Signature)

(Signature; Title of Office, "Partner" or "Proprietor")
Signature of Lessor

ASSIGNMENT

BOOK 532 PAGE 332

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 15, 1988 between Elliott & Frantz, Inc. as Seller/Lessor/Mortgagee and Joseph M. Magnolia and John D. Magnolia, Individually and as Co-Partners I/A Nap Equipment Company

(Name) 845 Holly Drive South (Address) Annapolis, MD 20014
 as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts; security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 158,243.10.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of September, 19 88
Elliott & Frantz, Inc. (Seal)

By: Robert L. Schaeffer VP
 (Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

Butler Leasing Company

BOOK 532 PAGE 333

274640

FINANCING STATEMENT (FORM UCC-1)

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE: Champion Realty, Inc.
541-B Baltimore Annapolis Blvd.
Severna Park, Md. 21146

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR: **FIRST PENNSYLVANIA BANK, N.A.**
1500 Market Street, 19th Floor
Philadelphia, PA 19101

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 Copier s/n CDC06753
- 1 20 Bin Sorter CN 3000/8000 s/n JDG33282
- 1 S6 Attach Kit CN 8000
- 1 Control Card 3 Base Unit
- 1 Control Card 3 Socket A
- 1 Control Card 3 Printer
- 1 Basic Card Set

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: Same as Above

RECORD FEE 11.00
POSTAGE .30
#213790 CO-10 R04 T09129
09/22/88

LESSEE
Champion Realty, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Carol M. Ross

BY: Deborah Scherr

PRINT NAME & TITLE:

CAROL M. ROSS, CONTROLLER

Deborah Scherr, Credit Manager

FILING OFFICER: Please record and return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-6608

D-05-01 REV. 3/88

41 - May 26, 1988:

11.00
1.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if above):

1 Debtor(s) (Last Name First) and address(es) Licensor Hutzler Brothers Company One East Joppa Road Dulaney Valley & Joppa Roads Towson, Maryland 21204	2 Secured Party(ies) and address(es) Licensee Shonac Corporation 1675 Watkins Road Columbus, Ohio 43207	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

This financing statement is being filed to notify all parties that Licensee intends to bring shoes, related accessories and shoe fixtures into the Hutzler stores at Harundale Mall, 100 Harundale Mall, Glen Burnie, Maryland 21061, and Hutzler Brothers, Palace Store, 200 N. Howard Street, Baltimore, Maryland. Said merchandise and proceeds to be the sole and exclusive property of Licensee.

This does not represent a security interest.
Not subject to recordation tax.

RECORD FEE 11.00
POSTAGE .50
#372470 0345 701 109:02
No. of additional sheets presented: 09/23/89

Check If applicable: Proceeds of Collateral are also covered Products of Collateral are also covered
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County Recorder

This instrument prepared by

..... HUTZLER BROTHERS COMPANY
By: *John H. Schneider*
John H. Schneider, Licensor
Signature(s) of Licensor

..... SHONAC CORPORATION
By: *Datral V. Steele*
Datral V. Steele, Licensee Asst. Secy.
Signature(s) of Secured Party

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 10/1

1. Debtor(s) (Last Name First) and address(es) GEO. H. RUCKER REALTY CORP. 1403 N. Courthouse Road Arlington, Virginia 22201	2. Secured Party(ies) and address(es) BANCO PORTUGUES DO ATLANTICO, NEW YORK BRANCH 2 Wall Street New York, New York 10005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 21.00 POSTAGE .50 K215350 U155 R04 T13126
4. This financing statement covers the following types (or items) of property: Real Property described as 1064 Northbound Route 3, Gambrills, Maryland, and more particularly described in Exhibit "A" which is attached hereto and made a part hereof. Other property more particularly described in Exhibit "B" which is attached hereto and made a part hereof.		5. Assignee(s) of Secured Party and Address(es) 08/23/88

Not Subject to Recording Tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

No. of additional Sheets presented: 5

GEO. H. RUCKER REALTY CORPORATION

BANCO PORTUGUES DO ATLANTICO,
NEW YORK BRANCH

By: David S. Dodrill
David S. Dodrill, President

By: Sergio Capela
Sergio Capela, Vice President

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EXHIBIT "A"

Legal Description
1064 Northbound Route 3
Gambrills, Anne Arundel County, Maryland

March 17, 1986 (description prepared by Dewberry & Davis)

DESCRIPTION OF 1.6265± ACRES
OF THE PROPERTY OF THE
GEO. H. RUCKER REALTY CORP.
FOURTH ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the northwesterly right-of-way line of Maryland Route 3, north bound lane, as shown on SHA Plat Number 20411, said point also being the southeasterly most corner to the property of J. Hamilton as described by a deed dated May 19, 1955, and recorded among the land records of Anne Arundel County, Maryland, in Liber 944, Folio 520, running thence with the northwesterly, northerly, northeasterly, and easterly right-of-way lines of Maryland Route 3 as shown on said plat the five (5) following courses and distances, with meridian referred to Maryland State Grid North as now described by Dewberry & Davis Registered Professional Land Surveyors in March 1986, and further running along a curve to the right having a radius of 5139.90' and an arc of 146.96' subtended by a chord bearing and distance of,

- 1) South 41° 13' 17" West, 146.96 feet,
- 2) South 83° 46' 20" West, 131.63 feet,
- 3) North 50° 10' 30" West, 126.00 feet,
- 4) North 09° 59' 10" East, 141.98 feet,
- 5) North 45° 46' 04" East, 195.78 feet, thence leaving said easterly right-of-way line of Maryland Route 3 and continuing with line common to the property of Chaney as recorded among the land records of Anne Arundel County in Liber 36, Folio 463,
- 6) South 71° 43' 53" East, 102.41 feet, thence departing the said line of Chaney and continuing with the land of before mentioned J. Hamilton the two (2) following courses and distances,

2/00
OS

- 7) South 25° 00' 36" West, 128.02 feet,
- 8) South 54° 08' 24" East, 143.66 feet, to the place of beginning.

CONTAINING 1.6265± acres

LESS AND EXCEPT a portion of land as agreed upon by the Deed of Boundary Line Adjustment between Geo. H. Rucker Realty Corp. and John H. Hamilton and Anne Louise Hamilton, his wife, for which a description is recorded and entitled Schedule B-2, and further described as follows:

BEGINNING for the same at the beginning of the South 25° 00' 36" West 128.02 foot line of the Geo. H. Rucker Realty Corp.

Property located on north bound Maryland Route 3; thence leaving said beginning point so fixed and running with said line,

- 1) South 25° 00' 36" West 128.02 feet to the beginning of the South 54° 08' 24" East 143.66 foot line of the aforementioned Rucker Property; thence for new lines of division,
- 2) North 54° 08' 24" West 10.31',
- 3) North 25° 00' 36" East 124.88 feet to intersect the South 71° 43' 53" East 102.41 foot line of the aforementioned Rucker Property; thence with said line,
- 4) South 71° 43' 53" East 10.19 feet to the Point of Beginning. Containing 1280.34 square feet.

CONTAINING IN ALL 1.5971± acres

EXHIBIT "B"

All improvements of every nature whatsoever now or hereafter situated and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Debtor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the real property described in Exhibit "A", including all extentions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of Debtor in and to any such personal property or fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made or claimed together with the benefit of any deposits or hereafter made by Debtor or on its behalf (the "Improvements").

All rents, royalties, issues, profits, revenue, income and other benefits from the property described in Exhibit "A" and "B" hereof.

All of Debtor's rights, titles and interests in the lease ("Lease") on the properties described in Exhibits "A" and "B" hereof, by and between the Debtor, as lessor, and DavCo Food, Inc., as lessee, any and all security deposits made or to be made under or in connection with or pursuant to the Lease, and any and all rents, royalties, issues, profits, revenue, income, sums, amounts, monies or funds payable to or arising in favor of Debtor under the Lease or any other document or instrument executed or to be executed, whether now existing or hereafter arising, wherever located, including but not limited to all third party claims of Debtor under the Lease including accounts, executory contract rights, instruments, documents, chattel paper and general intangibles; said security interest to include a lien on all cash and non-cash proceeds, products, accessions, additions, substitutions and replacements of or for royalties, issues, profits, revenue, income, sums, amounts, monies or funds. Notwithstanding anything to the contrary, the Debtor and Secured Party acknowledge that Tenant has ownership of its Trade Fixtures and Equipment more particularly described in the Lease.

All of Debtor's books, ledger sheets, documents and records pertaining to the Lease and the properties described in Exhibits "A" and "B" hereof including without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records.

A security interest in (i) all property and fixtures now or hereafter owned by Debtor and located on the properties described in Exhibits "A" and "B" hereof which to the fullest extent permitted by

law shall be deemed fixtures and a part of the real property, (ii) all articles of personal property and material now or hereafter and incorporate in any construction being conducted thereon, and owned by Debtor; (iii) and all contract rights, general intangibles, actions and rights in action now or hereafter acquired pertaining to the properties, including all rights to insurance proceeds, and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

Some of the items of properties owned by Debtor and described herein are goods that are or are to become fixtures related to the real estate describing herein, and it is intended that, as to those goods, this Financing Statement shall be effective as a fixture filing from the date of its filing for record in the real estate records of the county in which the real property is located.

After Recordation Mail to:
Real Title Company, Inc.
2009 14th Street North
Arlington, Va. 22201
Attn P. E. J. RTC No 98800498

2112/21/maa
7/29/88(1)

10.50

A-8076

BOOK 532 PAGE 340

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 246915 recorded in Liber 460, Folio 502 on April 14, 1983 (date)

1. DEBTOR(S):

Name(s): Robert P. Musselman
Address(es): 706 Crain Highway, North
Glen Burnie, MD 21061

2. SECURED PARTY:

Name: State National Bank of Maryland now known as
Address: Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814

Person and Address to whom Statement is to be returned if different from above.

Central Maryland Title Company
Suite 210 Empire Towers
7310 Ritchie Highway
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50
#191550 0777 R03 713:48
09/23/88

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. () CONTINUATION. The original Financing Statement referred to above is still effective.
4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. () ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. () AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. () RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

Robert P. Musselman

SECURED PARTY:

State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association

BY: Lisa A. Morrill
Lisa A. Morrill
Loan Administration Officer

RETURN TO
Central Maryland Title Company
5 Crain Highway, N.E.
Glen Burnie, Maryland 21061

158

PURCHASE MONEY

BOOK 532 PAGE 341

274615

STATE OF MARYLAND
FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Photographic Processing, Inc,
 Address: 6700 Curtis Drive
 Glen Burnie, MD 21061

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Kreonite Processor Model no. KMS-31-3-CP2-A Serial no. BH2036

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
 POSTAGE .50
 #288600 0237 R02 T15:39
 09/23/88

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Photographic Processing, Inc.

Melvin C. Long, Pres
 Melvin C. Long, President

Sharon L. Long, V-Pres
 Sharon L. Long, Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Secured Party:

1st AMERICAN BANK OF MARYLAND

By: *J. Wiley*
 J. Wiley, Branch Manager
 (Type Name and Title)

86C 125
Liber 364
Folio 457

Release of Financial Statement

STATEMENT OF TERMINATION AND RELEASE

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS Of Anne Arundel County, MD

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement Liber 364 Page 457
Date of Filing November 29, 1976 Record Reference _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Lisic, Annabelle L.</u>	<u>1474</u>	<u>Lowell Cv.</u>	<u>Crofton,</u>	<u>MD</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Name of Secured Party or assignee:	No.	Street	City	State
<u>Washington Federal Savings & Loan Association</u>	<u>516</u>	<u>Herndon Pkwy</u>	<u>Herndon</u>	<u>VA</u>

CHECK APPLICABLE STATEMENT

TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party releases its security interest under the financing statement.

RECORD FEE 10.00
POSTAGE .50
#172320 CTTT R03 11:54:40
09/23/88

RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.

OTHER

RETURN TO:

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Carol D. Edwards
AUTHORIZED SIGNATURE
Carol D. Edwards
Vice President

1550

FINANCING STATEMENT-UCC-1

FORD MOTOR CREDIT COMPANY



This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

3. Maturity Date (if any):

1. (Last Name First) and Address(es)
Glen Burnie L/M
51 Mountain Road
Pasadena, MD 21122
(Lessee)

2. and Address(es)
Ford Motor Credit Company
Parklane Towers West
Suite 1120
Dearborn, MI 48126
(Lessor)

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 17.00
POSTAGE .50

#373570 0777 101 108142

4. This financing statement covers the following types (or items) of collateral:

Industrial Equipment — Rotunda Service Equipment, tools and fixtures including but not limited to the specific items shown in "Schedule A" attached hereto and made a part hereof.

Ford Motor Credit Company is Lessor and Glen Burnie L/M is Lessee under a Lease Agreement

dated August 29, 1988 as supplemented from time to time. This filing is for notice purposes only to evidence a

True Lease. Conditional Sales Contract, Recordation Tax not required.

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented:

Filed with: County of Anne Arundel

This instrument prepared by:

Glen Burnie L/M

(Lessee)

Ford Motor Credit Company

(Lessor)

By:

X Michael Sehee

Signature(s) of Lessee

By:

[Signature]

Signature(s) of Lessor

FMCC JUL 70 7098

Previous editions may not be used.

FILING OFFICER COPY-ALPHABETICAL

DELIVERY AND ACCEPTANCE CERTIFICATE

LEASE NUMBER _____

BOOK 532 PAGE 340

LESSEE		FEDERAL I.D. #		LESSOR	
NAME Glen Burn'e L/K				NAME Ford Motor Credit	
BILLING ADDRESS 51 Mountain Road				STREET ADDRESS	
CITY Pasadena	COUNTY	STATE MD	ZIP CODE 21122	CITY	COUNTY STATE ZIP CODE
PERSON TO CONTACT Rich Morton		TELEPHONE NO		LESSOR REPRESENTATIVE TELEPHONE NO	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> NONPROFIT CORPORATION			<input checked="" type="checkbox"/> GUIDELINE LEASE <input type="checkbox"/> NON GUIDELINE LEASE		
QUANTITY	DESCRIPTION OF EQUIPMENT LEASED		SERIAL NUMBER	COST	
1	I.V.L.S.			11,699	

The undersigned hereby certifies that:

- The Equipment described above and on any Schedule to this Lease:
 - has been delivered to and, as of the date below, unconditionally accepted by the undersigned;
 - is in good condition (operating and otherwise) and repair;
 - is in full compliance with the terms of said Lease;
 - is located at the following address: (Please Complete)

EQUIPMENT LOCATION

Street Address _____

City _____ County _____ State _____ Zip Code _____

- Unless otherwise specified in the Lease, the Commencement Date of the Lease is, and the obligation of the undersigned to pay rent with respect to the Equipment commences on, the date of this Certificate.
- In the event that the undersigned shall at any time hereafter have any problems with the Equipment, it will look solely to the manufacturer or to suppliers of the Equipment for satisfaction and will nevertheless continue to pay rent to Lessor free of any setoff, counterclaim or defense.

LESSEE _____

SIGNATURE _____ DATE _____

NAME (Print) _____ TITLE _____

LEASE NUMBER

LESSEE				FEDERAL I.D. #				LESSOR							
NAME Glen Burnie L/M								NAME Ford Motor Credit							
BILLING ADDRESS 51 Mountain Road								STREET ADDRESS							
CITY Pasadena		COUNTY		STATE MD		ZIP CODE 21122		CITY		COUNTY		STATE		ZIP CODE	
PERSON TO CONTACT Rich Morton								LESSOR REPRESENTATIVE							
TELEPHONE NO								TELEPHONE NO							

<input checked="" type="checkbox"/> CORPORATION		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> PROPRIETORSHIP		<input type="checkbox"/> NONPROFIT CORPORATION		<input checked="" type="checkbox"/> GUIDELINE LEASE		<input type="checkbox"/> NON GUIDELINE LEASE	
QUANTITY	DESCRIPTION OF EQUIPMENT LEASED							SERIAL NUMBER	COST		
1	I.V.L.S.								11,699		

INSURANCE				STATE & LOCAL TAXES				EQUIPMENT COST			
AGENCY U.S.F. & G IMP0776829240 POLICY NUMBER				<input type="checkbox"/> SALES TAX INCLUDED IN COST				EQUIPMENT COST \$			
Riggs, Counselman, Michaels, & Downes				<input checked="" type="checkbox"/> USE TAX TO BE ADDED TO RENTALS				SALES TAX @ % \$			
STREET ADDRESS 555 Fairmont Ave.				<input type="checkbox"/> EXEMPT DOCUMENTATION ATTACHED				OTHER \$			
CITY Baltimore		STATE MD		ZIP CODE 21204-5497		TELEPHONE NO 301-339-7263		TOTAL EQUIPMENT COST \$			
CONTACT Gordon Mumpower											

INITIAL TERM		RENTAL PAYMENT SCHEDULE					
60 MONTHS		NUMBER	PAYMENT			(MONTH, QUARTER, ANNUM, ETC.)	
COMMENCEMENT DATE							PER
MONTH	DAY	YEAR					PER
PURCHASE OPTION		ADVANCE RENTAL(S)		SECURITY DEPOSIT		TOTAL ADVANCE PAYMENT INCLUDING SECURITY DEPOSIT	
<input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> NONE		HOW APPLIED		\$		\$	

TERMS AND CONDITIONS OF LEASE

1. **Lease.** Subject to the terms and conditions on the face and reverse side of this Equipment Lease Agreement ("Lease"), Lessor leases to Lessee, and Lessee leases from Lessor, the items of personal property (the "Equipment") described on the face of this Lease or in any Schedules to this Lease executed by Lessor and Lessee from time to time (the "Schedules"), which by this reference are made a part hereof. Lessor shall and does hereby retain the full legal title to the Equipment. It is expressly understood that this Lease is an agreement of lease only.

2. **Term.** The initial term of this Lease shall commence on the date that the Equipment is accepted by Lessee or such other date as may be specified on the face of this Lease (the "Commencement Date") and shall terminate upon the expiration of the initial term specified on the face of this Lease. If Lessee has paid and/or performed all the terms, conditions and obligations of Lessee under this Lease during the initial term of this Lease, Lessee shall have the option upon 90 days prior written notice to Lessor to extend the initial term with respect to the Equipment for an additional term or terms, each for 12 months beyond the date when the initial term or any such extension would otherwise expire, for rent as determined by Lessor in an amount based on the fair market rental value of the Equipment.

3. **Rent.** Lessee shall pay to Lessor rent for the Equipment throughout the initial term of this Lease as set forth on the face of this Lease. The first rent payment shall be due on the date that this Lease commences and subsequent payments shall be due on the same day of each calendar period as indicated on the Rental Payment Schedule for the balance of the initial term. In the event that any rent or other payment due hereunder shall not be paid on its due date, Lessee shall pay to Lessor a late payment charge equal to the lesser of (a) five percent of the amount of such payment or interest at the rate of twenty percent per annum on the amount of such payment, whichever is greater, or (b) the maximum amount permitted to be paid by law. Rent and all other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at Lessor's address or as Lessor may designate in writing to Lessee. Lessee shall pay promptly to Lessor or its assignee as directed by Lessor all rent and other amounts payable by it under this Lease without notice or demand and shall not be entitled to assert any setoff, counterclaim, deduction, recoupment or other defense for any reason whatsoever.

THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE		DATED AS OF	
LESSOR		LESSEE	
BY (SIGNATURE)		BY (SIGNATURE)	
TITLE		TITLE	

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

GUARANTY

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned jointly and severally, personally guarantees payment and performance of all the covenants and conditions of the above lease by the Lessee and in the event of default, hereby waives notice of any modification, amendment or extension thereof.

GUARANTOR	ADDRESS	SOCIAL SECURITY NO
GUARANTOR	ADDRESS	SOCIAL SECURITY NO

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 72,850.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Professional Construction Services, Inc. Address(es) Lot No. 43, Block D. Bayberry on the Magothy, Anne Arundel County, Maryland

RECORD FEE 11.00
 POSTAGE .50
 #289020 C237 R02 T09:57
 09/26/88

6 Secured Party MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
 Attention Harrell D. Copeland ~~XXXXXXXX~~ 10 Church Circle
~~XXXXXXXX~~ Annapolis, Md. 21401
~~XXXXXXXXXXXXXXXXXXXX~~

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 9, 1988 from Debtor(s) to Dennis M. Miller and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
Professional Construction Services, Inc.

Secured Party:
 MARYLAND NATIONAL BANK

 (SEAL)

By: Harrell D. Copeland (SEAL)

BY: James W. Thomasson, Jr. (SEAL)
James W. Thomasson, Jr. Vice President

Harrell D. Copeland, Vice President
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

BOOK 532 PAGE 348

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (_____ Election District), State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 43, Block D. Bayberry on the Magothy, as shown on the Plat of Bayberry on the Magothy, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-S, Plat 14, now Plat Book No. 22, folio 13.

274618

BOOK 532 PAGE 349

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Associated Builders and Contractors, Inc. Address(es): 100 West Street Annapolis, Md. 21401

6. Secured Party: Maryland National Bank Address: Department: ACCU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00

POSTAGE .50

Debtor: Associated Builders and Contractors, Inc. Secured Party: Maryland National Bank #373490 0777 R01 T10#18

By: Frank Chaney, Secretary (Seal) By: Mark T. Blizzard (Seal) 09/26/88

By: Richard S. Alt, Executive Director (Seal) Mark T. Blizzard, Vice President Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

0007153-0099

11 50

RECEIVED AUG 26 1988

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing Records at Anne Arundel County
 3. Not subject to Recordation Tax
 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 38,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court of Anne Arundel County

5. Debtor(s) Name(s): United Propane, Inc. Address(es): 205 Najoles Road
Millersville, Maryland 21108

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Attention: Claude M. Patrick Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203

(Mr. Clerk. Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

2800 WG Tank Unit, Model 200LS, with all additions, parts, fittings, accessories, special tools, attachments and accessions, now and hereafter affixed and/or used in connection therewith

Debtor: United Propane, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any
Robert A. Pascal, Chairman

By: [Signature] (Seal)
Type name and title
Laura R. Richardson

By: Of the Board (Seal)
Type name and title, if any

Commercial Services Officer
Type name and title

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4614707-New

15 206 .50

RECORD FEE 11.00
 RECORD TAX 266.00
 JUSTICE .50
 274619 C/77 R01 T10419
 09/26/98

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 270,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to see attached schedule B.

5. Debtor(s) Name(s) Address(es)
 S&S Automotive, Inc., see attached Schedule A
 T/A Precision Tune

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street RECORD FEE 14.00
 Attention: Rhonda Gwin Baltimore, Maryland 21201 TAX 472.50
 Documentation Assistant POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors S&S Automotive, Inc., T/A Precision Tune
 By: [Signature] (Seal) _____ (Seal)
 Martin Schwartz, President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

14
 472-50

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between S & S Automotive, Inc. T/A Precision Tune (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

Store#	Address
50-2	6200 Baltimore National Pike Baltimore, Maryland 21228
50-4	8000 Pulaski Highway Baltimore, Maryland 21237
50-5	1645 Merritt Boulevard Baltimore, Maryland 21222
50-6	8101 Loch Raven Boulevard Baltimore, Maryland 21204
50-7	7233 Ritchie Highway Glen Burnie, Maryland 21061
50-11	1992 West Street Annapolis, Maryland 21401
50-12	10519 York Road Cockeysville, Maryland
50-14	829 Eastern Avenue Baltimore, Maryland 21221
	(Main Office) 7425 Harford Road Baltimore, Maryland 21234

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHESAPEAKE ST. #100 FL
BALTIMORE, MARYLAND 21201

SCHEDULE B

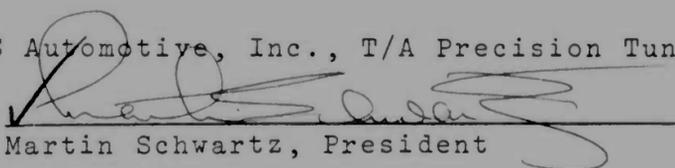
BOOK 532 PAGE 353

THIS SCHEDULE B is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and S&S Automotive, Inc., T/A Precision Tune

I hereby make certification that the basis of apportionment of value on the collateral described herein is as follows:

Anne Arundel County	67,500.00
Baltimore County	202,500.00
Baltimore City	-0-

S&S Automotive, Inc., T/A Precision Tune

By: 
Martin Schwartz, President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
300 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Peanut's Toy Catalog trading as (1) 218 Maryland Road (2) 456A Ritchie Highway
 Toy Chest and trading as Toy Chest Plus (3) Easton Plaza
 Stevensville, MD 21666 Severna Park, MD 21146
 Easton, MD 21601

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Julia Horne, Documentation Assistant Baltimore, MD 21201
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Peanut's Toy Catalog trading as Toy Chest and trading as Toy Chest Plus
 BY: Andrew L. Kalnoske (Seal) Andrew L. Kalnoske, General Partner
 BY: Francine I. Kalnoske (Seal) Francine I. Kalnoske, General Partner
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

Handwritten initials and numbers: 15, 50

RECORDED FEE 15.00
 POSTAGE .50
 09/26/88
 1

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. DEBTOR(S) (OR ASSIGNOR) and Address(es)
GARY L. STRATTON
M. LUCILLE STRATTON
- 2. A. SECURED PARTY (OR ASSIGNEE) and Address
GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.
107 Ridgely Avenue
Annapolis, Maryland 21401
- B. ASSIGNEE OF SECURED PARTY (if any) and Address

- 3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:
 - (a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereinafter acquired and located on the within described premises, including, without limitation, all machinery, furniture, furnishings, tools, fixtures, appliances, materials and supplies, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.
 - (b) All chattels described in paragraph 3.(a) hereof are found and located on and about the property described as Unit 2B, Phase/Building 1, Chatham Executive Park.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: ONE

6. This transaction is exempt from the recordation tax.

7. Return to:
Lawrence B. Goldstein, Chartered
Post Office Box 291
Annapolis, Maryland 21404

RECORD FEE 12.00
POSTAGE .50
#192910 0055 R03 T14:48

DEBTOR:

Gary L. Stratton
Gary L. Stratton
M. Lucille Stratton
M. Lucille Stratton

GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.

By: Lawrence B. Goldstein
Lawrence B. Goldstein, President

09/26/88

1200
10

AMENDMENT OF FINANCING STATEMENT

RECORDED LAND RECORDS ANNE ARUNDEL COUNTY,
FINANCING STATEMENT RECORDS SDAT AND ANNE
ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First) Cardinal Industries, Inc. 2040 South Hamilton Road Columbus, Ohio 43232 Attn: John McKay</p>	<p>2. SECURED PARTY and Address (and Assignee) Equitable Bank, National Association 100 South Charles Street Baltimore, Maryland 21201 Attn: Frieda McWilliams</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: Frieda McWilliams Equitable Bank, N.A. 100 South Charles Street Baltimore, Maryland 21201</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 253652 Date August 29, 19 84
Record Reference Book 477, Page 280

6. Item No. Schedule A of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended ~~to read~~ as follows:

Delete existing Schedule A in its entirety and replace it with attached Schedule A, to correctly reflect a Deed of Trust from Cardinal Industries, Inc. dated as of August 1, 1984 and recorded in the Land Records of Anne Arundel County, Maryland at Liber EAC3781 Folio 227.

RECORD FEE 10.00
POSTAGE .50
#291150 0040 R02 T08:42
09/28/88

Dated this 29th day of September, 19 88

DEBTOR: Cardinal Industries, Inc. SECURED PARTY: (and Assignee) Equitable Bank, National Association

By: Joseph V. Collins (Title) Secretary By: Frieda M.A. McWilliams (Title) Vice President

UCC-9

10.00

239:09/12/88
0033p

BOOK 532 PAGE 357

SCHEDULE A

All that piece or parcel of land situate, lying and being in Anne Arundel County, Maryland consisting of 35.298 acres, more or less, situate on the east side of Hammonds Ferry Road, Anne Arundel County, Maryland, being also known as Lot 2 as shown on Plat entitled "Cardinal Industries, Inc. Property," sheets 1 of 2 and 2 of 2, recorded among the land records of Anne Arundel County, Maryland in Plat Book Number 94 pages 23 and 24.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Fain & Sale Associates, Inc. Address(es): 440 Rivendell Lane
Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank Address: Department ACCU
Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
POSTAGE .50
1216010 0055 104 11109
09/27/98

Debtor: Fain & Sale Associates, Inc.

Secured Party: Maryland National Bank

By: Susan Fain (Seal)
Type name and title, if any
Susan Fain, President

By: Mark T. Blizzard (Seal)

By: _____ (Seal)
Type name and title, if any

Mark T. Blizzard, Vice President
Type name and title

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

1100/12

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing Records at Anne Arundel County
 3. Not subject to Recordation Tax.
 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 79,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): _____ Address(es): _____
 Ferguson Trenching Co., Inc. 123 Revell Highway
 Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Attention: Claude M. Patrick Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____
 (to be completed if the Debtor does not have an interest of record in the real estate.)

RECORD FEE 11.00
 RECORD TAX 503.00
 POSTAGE .50

Description of Collateral (or Real Property). (Continued on Schedule A):

(1) Michigan Model L-90 Wheel Loader
 Serial Number L90-60330AH

274658 0035 104 111010

Debtor: Ferguson Trenching Co., Inc.

Secured Party: Maryland National Bank

By: Stanley R. Ferguson (Seal)
 Type name and title, if any Stanley R. Ferguson,
 President

By: Robert G. Jones (Seal)
 Type name and title Robert G. Jones
 Vice President

By: Stephen R. Ferguson (Seal)
 Type name and title, if any Stephen R. Ferguson,
 Vice President

01/27/00
 8

MARYLAND NATIONAL BANK

Maryland National Bank
 Credit Collateral Unit
 P.O. Box 271
 Annapolis, Maryland 21404

1100
 55300

STATE OF MARYLAND

BOOK 532 PAGE 360

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272612

RECORDED IN LIBER 526 FOLIO 108 ON 4/27/88 (DATE)

1. DEBTOR

Name Commerce Printing Company, Inc.

Address 7513 Connelley Dr, Suite E, Hanover, MD 21076

2. SECURED PARTY

Name Signet Bank/Maryland

Address Baltimore & St. Paul Street, Baltimore, MD 21203

Maryland National Bank, PO Box 871, Annapolis, MD 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00
POSTAGE .50
2016040 0055 R04 T11111
07/27/88

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

Dated August 29, 1988 Steven M. Wienecke
(Signature of Secured Party)

10.00
10

Steven M. Wienecke
Type or Print Above Name on Above Line

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Technology Leasing Associates Address(es): 121 Cathedral Street Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Collateral Unit **RECORD FEE 14.00**
 Attention: Claude Patrick Post Office Box 987, Mailstop 500-501 **POSTAGE .50**
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof. *See attached Schedule A.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Technology Leasing Associates

Secured Party: Maryland National Bank

By: Richard E. Walters (Seal)
Type name and title, if any
Richard E. Walters, Gen. Partner

By: [Signature] (Seal)

By: Leonard E. Moodispaw (Seal)
Type name and title, if any
Leonard E. Moodispaw, General Partner

Laura R. Richardson
Commercial Services Officer
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

By: [Signature] (SEAL)
M. Willson Effutt, IV
General Partner

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

4537148-1004

4375100 0345 1001 109454
09/28/88

14
5

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated _____, 19____, and executed by _____
TECHNOLOGY LEASING ASSOCIATES

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued): Assignment of lease dated August 22, 1988 between Technology Leasing Associates, ("Lessor"), and Essex Corporation, ("Lessee"), for the following equipment: 2 ea HP Laser Jet Series II complete w/ 2MB Memory Board, series II Font Cartridges #92286J and #922-86K, HP Soft Font 33412AD, 1 HP Scan Jet w/ Read/Write OCR, 2 ea Word Perfect 5.0, 4 ea Form 1001, 1 ea Bernoulli Box w/ Interface Card, 1 Used Onsrud Pin Router, model A-1024, Throat Clearance 24-1/2", Spindle Travel 0 to 3 3/4", Spindle Movement Vertical by pneumatic cylinder, foot actuation by foot valve holds spindle at lowered position, Spindle Speed 10,000 to 20,000 RPM, Spindle Lube Spray Mist, Spindle Brake Dynamic electric, engages when stop button is depressed, Spindle Nose #4 Double Taper Type Collet, Spindle Driven by 2 Speed Motor 7-1/2HP, 3450/1750 RPM, 440V, 3 Phase, Table Size 26-1/2" FBx36 in RL, Table Height Adjustment 13", Guide Pins Double End Type, Electrics Push Button Stop/Start Spindle speed selector switch overload voltage protection, 110 volts, Complete Factory Safety Guards.

GRANTOR/DEBTOR
By: [Signature] (SEAL)
Name: M. Willson Offutt, IV
Title: General Partner

GRANTOR/DEBTOR
By: [Signature] (SEAL)
Name: Richard E. Walters
Title: General Partner

By: [Signature] (SEAL) Leonard E. Moodispaw, General Partner
CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

Mail To:
Maryland National Bank
Credit Collection Dept.
P.O. Box 871
Annapolis, Maryland 21404
207-104 REV 6/86

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

5. Debtor(s) Name(s): Crofton Tool & Equipment Rental Company Address(es): 1047 Route 3 North Gambrills, Maryland 21054

6. Secured Party: Maryland National Bank Address: Department: ACCU RECORD FEE 11.00
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501 RECORD TAX 1050.00
 Baltimore, Maryland 21203 POSTAGE .50

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Crofton Tool & Equipment Rental Company

Secured Party: Maryland National Bank

By: Joseph G. Baldwin (Seal)
 Type name and title: Joseph G. Baldwin, Vice President

By: M. Faye Hughes (Seal)

By: David G. McKinney (Seal)
 Type name and title: David G. McKinney, Secretary/Treasurer

M. Faye Hughes, Assistant Vice Pres.

Carl E. Ruhl, President **MARYLAND NATIONAL BANK**

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

0934778-0099

11-1050

09/28/88
 10

RECORD FEE 11.00
 RECORD TAX 1050.00
 POSTAGE .50
 8315110 6:45 PM 109154

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) SEE SCHEDULE OF DEBTORS ATTACHED AS SCHEDULE "A" Addresses included on Schedule "A"		2 Secured Party(ies) and address(es) SEE SHCHEDULE OF SECURED PARTIES ATTACHED AS SCHEDULE "B" Addresses included on Schedule "B"	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 24.00 POSTAGE .50 #194380 C777 R03 T10:04 09/28/88
4 This financing statement covers the following types (or items) of property: All inventory and goods currently held or acquired for sale or lease by the Debtors in their warehouses (as listed on Schedule "C" attached), retail stores (as listed on Schedule "C" attached), trucks, docks or otherwise in control of the Debtors. <u>NOT SUBJECT TO RECORDATION TAX</u>		5 ASSIGNEE OF SECURED PARTY	
6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$ _____			
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: 4			
Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland			
SEE SIGNATURES OF DEBTORS ATTACHED ON SCHEDULE "A"			
By: _____ Signature(s) of Debtor(s)		By: _____ Signature of Secured Party	
(STANDARD) (1) FILING OFFICER COPY—ALPHABETICAL			

24- 50

SCHEDULE A

To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and ERVI MOBLER A/S; A/S HUNDEVAD & CO; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; and O.D. MOBLER A/S, as Secured Parties.

The Debtors for this Financing Statement, their addresses, their Federal Tax I.D. numbers and their original signatures are as follows:

GREENBELT COOPERATIVE, INC.
Federal Tax I.D. Number 520337005
8679 Greenwood Place
Savage, Maryland 20763

By: *Kevin McGuinness*
Name: Kevin McGuinness
Title: President

SCAN, INC.
Federal Tax I.D. Number 520806508
8679 Greenwood Place
Savage, Maryland 20763

By: *Kevin McGuinness*
Name: Kevin McGuinness
Title: President

SCAN CHICAGO, INC.
Federal Tax I.D. Number 521321480
8679 Greenwood Place
Savage, Maryland 20763

By: *Kevin McGuinness*
Name: Kevin McGuinness
Title: President

ROCHDALE COOPERATIVE,
INCORPORATED
Federal Tax I.D. Number 530208809
8679 Greenwood Place
Savage, Maryland 20763

By: *Kevin McGuinness*
Name: Kevin McGuinness
Title: President

SCHEDULE B

To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and ERVI MOBLLER A/S; A/S HUNDEVAD & CO; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; and O.D. MOBLLER A/S, as Secured Parties.

The Secured Parties for this Financing Statement and their addresses are as follows:

ERV I MOBLLER A/S
Thrigesvej 6
8600 Silkeborg
Denmark

A/S HUNDEVAD & CO
Thorstedvej 4 -8
6990 Ulfborg
Denmark

JESPERSEN FURNITURE INTERN.
Nydamsvej 4
8362 Horning
Denmark

JESPER INTERIORS
Nydamsvej 4
8362 Horning
Denmark

A/S J.L. MOLLERS MOBELFABRIK
Oddervej 202
8270 Hojbjerg
Denmark

VINDE MOBELFABRIK A/S
Bakkebraget 40
7800 Skive
Denmark

NORDISK ANDELS-EKSPORT A/S
Jernbanegade 4
1608 Kobenhavn V
Denmark

SKOVBY MOBELFABRIK A/S
8464 Galten
Denmark

VEJLE-STOLE-OG MOBELFABRIK A/S
Hover
7100 Vejle
Denmark

O.D. MOBLLER A/S
7861 Balling
Oddense
Denmark

0121S

SCHEDULE C

To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and ERVI MOBLLER A/S; A/S HUNDEVAD & CO; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; and O.D. MOBLLER A/S, as Secured Parties.

The addresses of the Debtors' warehouses and retail stores are as follows:

372 Elden Street, Herndon Centre
Herndon, Virginia 22070

150 L Jennifer Road, Annapolis Plaza
Annapolis, Maryland 21401

9616 Reisterstown Road
Owings Mills, Maryland 21117

1407 York Road
Lutherville, Maryland 21093

3222 M Street, NW
Georgetown Park SCAN
Washington, DC 20007

34 Market Place, Suite 320
Baltimore, Maryland 21202

701 Russell Avenue, Lakeforest Mall
Gaithersburg, Maryland 20760

6362 Old Keene Mill Road
Springfield Plaza II
Springfield, Virginia 22150

13701 Georgia Avenue
Silver Spring, Maryland 20906

10300 Patuxent Parkway, Columbia Mall
Columbia, Maryland 21044

7409 Greenbelt Road
Greenway Shopping Center
Greenbelt, Maryland 20770

203 Newmarket North Mall
Hampton, Virginia 23605

190 Janaf Plaza
Norfolk, Virginia 23502

7311 Arlington Boulevard
Loehmann's Plaza
Falls Church, Virginia 22042

8679 Greenwood Place
Savage, Maryland 20763

5201 South Harper Avenue
Chicago, Illinois 60615

1243 East Golf Road
Schaumburg, Illinois 60195

1380 Industrial Drive
Itasca, Illinois 60143

121 Centerway Road
Greenbelt, Maryland 20770

11111 Georgia Avenue
Wheaton, Maryland 20904

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Sogelease Corporation RECORD FEE 13.00
Address 50 Rockefeller Plaza POSTAGE .50
New York, NY 10020 #194390 C777 R03 T10:06
09/28/88
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Sogelease Corporation of certain lease payments under certain True Lease Assignment dated August 5, 1988, Schedule # 01, dated August 16, 1988 between Assignor as Lessor and LEASE ACCOUNT # 726088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated September 7 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

1759

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TransFinancial Leasing Corp.

Bruce J. Winter
(Signature of Debtor)

Bruce J. Winter, Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sogelease Corporation

M. A.
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

13 50

CAREY - AHRENS CO., INC.

Page 1 of 2

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	47 lineal ft. of removable vinyl covered vinyl covered partition with 2 door units
(1) One	36 lineal ft. of removable glass partition with 1 door unit
(1) One	Mail Box Unit
(1) One	Oakland 36 x 76 Desk Oak
(1) One	36 x 72 Desk Oak
(1) One	CHR Guest Sage/Oak
(1) One	Exec CHR Sage/Oak
(1) One	TBL Bevis 72 x 18 Grey
(5) Five	Side CHR Sage/Wal
(5) Five	Exec CHR Sage/Wal
(2) Two	RH Desk Wal
(1) One	LH Desk Wal
(6) Six	Executive Desk
(2) Two	Executive Chairs
(1) One	Executive Credenza
(1) One	Presidential Desk
(1) One	Presidential Cred.
(1) One	Presidential Exec. Chair
(2) Two	Presidential Side Chairs
(12) Twelve	Secretarial Chairs
(2) Two	Sled Base Chairs
(1) One	Drafting Table
(1) One	Drafting Chair
(1) One	Unity Board
(9) Nine	Four Drawer Metal Files
(1) One	Ice Maker
(1) One	Trash Compactor

TransFinancial Leasing Corp.

BY: B. J. WinterTITLE: Bruce J. Winter, V.P.

Sogelease Corporation

BY: M. A. [Signature]TITLE: AVP

CAREY - AHRENS CO., INC.

Page 2 of 2

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	386 Tower with 8 MB RAM S/N 683610054
(1) One	386 Workstation w/2 MB S/N 683020087
(1) One	AT 3MB RAM Expansion
(2) Two	Wyse 99 GT Graphics Terminals
(1) One	Logical Connection
(1) One	NEC 890 Postscript Printer S/N 881445762
(1) One	XT 256K RAM Expansion
(1) One	Diskless Workstation
	Cable & Termination
(1) One	V Feature
(2) Two	Archive Tape Units
(1) One	40 MB Tape Cartridge
(1) One	Mouse Serial Card
(1) One	Printer Stand
(2) Two	Mitel Superset Telephone Unit S/N DZ AAG-6641 and BC 000-3344
(7) Seven	Comdial 2287 Single Line telephones S/N's 2500- AS-CW-0855, 0795, 0375, 0435, 0275, 0635, & 0775
(1) One	Electrical Order Wheel, 5 position Model 281- E12144-B S/N 4014N.

TransFinancial Leasing Corp.

BY: [Signature]

ITS: Bruce J. Winter, V.P.

Sogelease Corporation

BY: [Signature]

ITS: [Signature]

BOOK 532 PAGE 372

274604

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) DAVID H PFAUTZ PATRICIA A. PFAUTZ 137 BERRYWOOD ROAD SEVERNA PARK MD 21146	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK OF WASHINGTON 1120 VERMONT AVENUE NW WASHINGTON, DC 20005	3. For Filing Officer (Date, Time, Number, Filing Office) RECORD FEE 12.00 POSTAGE .50 #194410-C777 R03 T10:07 09/28/88 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: 80 TROJAN 30 TRJH00581179-80-308 80 CHRYSLER E522981 CHRYSLER E524977		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

DAVID H PFAUTZ

PATRICIA A. PFAUTZ

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

J. A. MOLSTER

J. A. MOLSTER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) JOSEPH L. MCGAHEY THELMA MCGAHEY 627 WALNUT ROAD ROSEHAVEN, MD 20714	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK OF WASHINGTON 1120 VERMONT AVENUE NW WASHINGTON, DC 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 80 TROJAN 30 TRJH00581179-80-308 80 CHRYSLER E522981 CHRYSLER E524977		RECORD FEE 12.00 POSTAGE .50 #194420 0777 R03 T10:07 09/28/88
		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.
 Filed with:

JOSEPH L. MCGAHEY *Joseph L. McGahey*
 By THELMA MCGAHEY *Thelma M. McGahey* Signature(s) of Debtor(s)
 By *J. A. Holster* Signature(s) of Secured Party(ies)
 J. A. HOLSTER
 Vice President

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.



BOOK 532 PAGE 374

274606

37949-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Brooklyn Cycle World, Inc.		6174-4	1A. SOCIAL SECURITY OR FEDERAL TAX NO.
1B. MAILING ADDRESS 5820 Ritchie Highway		1C. CITY, STATE Baltimore, MD	1D. ZIP CODE 21225
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) THIS IS A CORPORATION; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES AND/OR DBAS.		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) DBA Cycle World Kawasaki		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Kawasaki Motors Finance Corporation MAILING ADDRESS P.O. Box 25301 CITY Santa Ana STATE CA ZIP CODE 92799-5301		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

RECORD FEE 14.00
POSTAGE .50
#194430 CTT7 R03 T10:08
09/28/88

NOT SUBJECT TO A RECORDATION TAX

FOR COUNTY FILING

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE A <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
B. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (h) <input type="checkbox"/>		
9. <input checked="" type="checkbox"/> SIGNATURE(S) OF DEBTOR(S) <i>[Signature]</i> Brooklyn Cycle World, Inc.		DATE	1 2 3 4 5 6 7 8 9 0
TYPE OR PRINT NAME (S) OF DEBTOR (S)			
SIGNATURE (S) OF SECURED PARTY (IES) <i>[Signature]</i> Kawasaki Motors Finance Corporation			
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)			
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE			
DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404			

FORM UCC-1

14.50

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Kawasaki Motors Finance Corporation
P.O. Box 25301
Santa Ana, CA 92799-5301

DEBTOR:

Brooklyn Cycle World, Inc.
DBA Cycle World Kawasaki
5820 Ritchie Highway
Baltimore, MD 21225

Please index this filing to all additional Debtor names, DBAs, and/or addresses as listed below:

ADDITIONAL DEBTOR: NAME(S):

- 1. (NO ADDITIONAL DEBTOR: NAMES.)

ADDITIONAL DEBTOR: DBA(S):

- 1. (NO ADDITIONAL DBAS.)

ADDITIONAL DEBTOR: ADDRESS(ES):

- 1. 7930 Pulaski Highway Baltimore MD 21237

Brooklyn Cycle World, Inc.

Kawasaki Motors Finance Corporation

Bernard O. Jeffers
DEBTOR

Edna O. O'Neal
SECURED PARTY

Bernard O. Jeffers
Filing Officer Copy

3

SHEET No.

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF MarylandTOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Kawasaki Motors Finance Corporation
 P.O. Box 25301
 Santa Ana, CA 92799-5301

DEBTOR:

Brooklyn Cycle World, Inc.
 DBA Cycle World Kawasaki
 5820 Ritchie Highway
 Baltimore, MD 21225

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:

All of Debtor's right, title and interest in and to the following: (a) motorcycles, all terrain vehicles, watercraft, utility vehicles, generators and all other inventory, equipment or goods financed by Secured Party, whether now owned or later acquired by Debtor, together with all improvements, replacements or additions thereto, and the proceeds and receivables from the sale or disposition of any of the above (including insurance premiums and insurance payments to Debtor), wherever the same may be located; and (b) all of Debtor's other inventory, equipment, goods, machinery, furniture, fixtures, vehicles, accounts receivable, notes, chattel paper, rebates, incentive payments, contracts, and all other rights to payment and general intangibles, whether now owned or later acquired by Debtor, together with all improvements, replacements or additions thereto, and the proceeds from the sale or disposition of any of the above (including insurance premiums and insurance payments to Debtor), wherever the same may be located.

Brooklyn Cycle World, Inc.

Kawasaki Motors Finance Corporation


 DEBTOR
 Bernard O. Jeffers
 Filing Officer Copy


 SECURED PARTY

3

SHEET No.

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 20 Sept 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne Hillenbrand 105-46-8106
Address 1008 Lee Jackson Drive, Lothian, Anne Arundel, Maryland
20711

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090, West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01 September 1990

4. This financing statement covers the following types (or items) of property: (list)

- 1 - N - JD 318 Lawn & Garden Tractor, S/N M00318X475149
- 1 - N - JD 46" Mower for 300 Series, S/N 586144
- 1 - N - JD 54" Front Blade, S/N 579246
- 1 - N BM15149 Hyd. Angle Kit

RECORD FEE 11.00
POSTAGE .50
#194450-0777 R03 110:09
09/28/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Wayne Hillenbrand
(Signature of Debtor)

Wayne Hillenbrand
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
P.O. Box 65090
West Des Moines, IA. 50265

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams, Agent
Type or Print Above Signature on Above Line

1150

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 19 Sept. 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dominic Ciuffreda 579-42-4725
Address 307 Dellwood Ct., Annapolis, Anne Arundel, Maryland 21401

2. SECURED PARTY

Name John Deere Company
Address P. O. Box 65090, West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1 October 1989

4. This financing statement covers the following types (or items) of property: (list)

- 1 - N - JD 332 L & G Tractor, S/N M00332X475607
- 1 - N - JD 332 L & G Tractor, S/N M00332X475713
- (2) N - JD 50" Mower for 300 Series, S/N M0103X586647; S/N M01013X586650
- (2) N - JD 54" Front Blades, S/N 575980; S/N 578820
- W/ (2) BM15149 Hyd. Angle Kits; (2) BM 16457 Blowers;
- (2) BM16674 Chute; (2) N - JRCO Bagger Systems; (1) TY13036
- Tine Ext.; (1) TY13056 Thatcher; (1) TY13059 Mtg. Frame

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to or be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#184460 C777 R03 T10:09
09/28/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

D. Ciuffreda
(Signature of Debtor)

Dominic Ciuffreda
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
P. O. Box 65090
West Des Moines, Ia. 50265

Donald W. Williams, Agent
(Signature of Secured Party)

Donald W. Williams, Agent
Type or Print Above Signature on Above Line

11/50

BOOK 532 PAGE 379

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273258

RECORDED IN LIBER 528 FOLIO 180 ON June 10, 1988 (DATE)

1. DEBTOR

Name J. WARREN WALKER & SON INC.

Address 6812 Fort Smallwood Rd., Baltimore, MD. 21226

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) Termination</p>
<p>1 - Ingersoll-Rand P185WJD Air Compressor, SN 168111 and all attachments and accessories thereto.</p>	

RECORD FEE 10.00
POSTAGE .50
#194470 C777 R03 110:10
09/28/88

OK

Dated September 21, 1988

Bradley W. Berger
(Signature of Secured Party)
Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line
1080

BOOK 532 PAGE 380

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271759

RECORDED IN LIBER 523 FOLIO 318 ON Feb. 24, 1988 (DATE)

1. DEBTOR

Name CUSTOM CABLE CONNECTION, INC.

Address 840 Kecoutan Rd., Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address %c*! Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#194480 C777 R03 T10:10
09/28/88

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) Termination</p>
<p>1 - Ingersoll-Rand P100WD Air Compressor, SN 137154</p>	

Date September 21, 1988

Bradley W. Berger
(Signature of Secured Party)
Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line

1050

WJF9

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME, FIRST, ADDRESS) Branham Contractors 8133 Hop Neck Rd Pasadena md. 21222	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit P.O. Box 637 Mechanicsville Va 23111
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 269632 Dated: 9/13/87

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00
POSTAGE .50
#194500 C777 R03 110:13
09/28/88

4. This transaction is exempt from the Recording Tax.

Filed with: Annapolis md (Anne Arundel County)

Dated: Sept 19, 1988 By: M Clarke
(NAME OF SECURED PARTY)

1000

10.50 AA 6

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 498 Page No. 12
Identification No. 261752 Dated May 9, 1986

1. Debtor(s) { Topaz Construction Company, Inc.
Name or Names—Print or Type
P.O. Box 116 Glyndon, MD 21071
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
P.O. Box 1596 Baltimore, MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#194560 C777 R03 T10:21
CKI 09/28/88

Dated: March 9, 1988

The First National Bank of Maryland
Yvonne M. Barcroft

(Name of Secured Party)
Yvonne M. Barcroft
(Signature of Secured Party)

Loan Accounting Officer
Type or Print (Include Title if Company)

10.50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Bertha Scriba

**39 Colonial Manor
Broadneck Road
Annapolis, Maryland 21401**

AA Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

ADDRESS: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This Financing Statement covers the following types (or items)
of property (the collateral).

1985 Imperial 3BRRE413 85443 70' X 14'

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above
the address stated.

RECORD FEE 11.00
#195030 CT77 R03 T11:12
09/28/88

Debtor

Secured Party

Bertha Scriba
Bertha Scriba

THE BANK OF BALTIMORE

BY Quanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and FRED C. KRUEGER, which has been assigned to The Bank of Baltimore.

1/10

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Donald W. Barton

Lot 9 Chesapeake Mobile Court
Ridge Chapel Rd.
Hanover, Md. 21076

AAC

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1988 Brigadier-Knox Serial # K-31385 14x70
Skirting, steps, Anchors, A/C

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 11.00
#195040 C777 R03 711:13
09/28/88

Debtor

Secured Party

X Donald W. Barton
DONALD W. BARTON

THE SAVINGS BANK OF BALTIMORE

BY Juanita Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

1100

274671

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Thomas C. Robertson	Chesapeake Mobile Home Court #19
Sandra R. Robertson	Hanover, Maryland 21076

AA CO

SECURED PARTY

THE BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21201
-------------------------------------	---

- This Financing Statement covers the following types (or items) of property (the collateral).

USED 1974 Fairmont, 70 X 14, Mobile Home
Serial #C11146

- Proceeds and products of the collateral are also specifically covered.

RECORD FEE 12.00
#195050 C777 R03 111:13
09/28/88

- Mr. Clerk: Mail instrument to secured party named above at the address stated.

13

Debtor
Thomas C. Robertson
Thomas C. Robertson
Sandra R. Robertson
Sandra R. Robertson

Secured Party
THE BANK OF BALTIMORE
BY Juanta Hamilton

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

1200

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Maryland Office Relocators, Inc. Address(es): 5197 Rayner Avenue
Baltimore, Maryland 21090
250 S. Kresson Street
Baltimore, Maryland 21224

6. Secured Party: Maryland National Bank Address: Department: L.D.R.U.
Attention: Alice Keith Post Office Box 987, Mailstop 02-28-01
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Office Relocators, Inc.

Secured Party: Maryland National Bank

By: Ralph P. Turchi (Seal)
Type name and title, if any

By: Karen A. Schonfeld (Seal)

By: _____ (Seal)
Type name and title, if any

Karen A. Schonfeld
Type name and title

1150
2740926 -

RECORD FEE 11.00
POSTAGE .00
#195100 0777 R03 111:16 09/28/88
POSTAGE .50
#105100 0777 R03 111:16 09/28/88

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Maryland Industrial Trucks, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
(Name)	Attn: Nicholas P. Lambrow
<u>719-T Hammonds Ferry Road</u>	(Name of Loan Officer)
(Address)	<u>18 West Street</u>
<u>Linthicum, Maryland 21090</u>	(Address)
	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

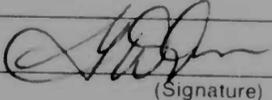
See Attached Schedule "A"

RECORD FEE 11.00
 POSTAGE .50
 #195130 0777 R03 T11:25
 09/28/88

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ (Seal)	_____ (Seal)
 (Seal)	_____ (Seal)
(Signature)	(Signature)
<u>George D. Rose, Sr., President</u>	_____
(Print or Type Name)	(Print or Type Name)

11/80

ACCOUNTS

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Inventory

(1) all of the Debtor's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles E. Jones & Sons, Inc.
Address 704 Riverview Terrace Annapolis, MD 21401

2. SECURED PARTY

Name The Milton James Company
Address 8411 Pulaski Highway Baltimore, MD 21237

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 17.00
POSTAGE .50
#195170 0777 R03 711:31
09/28/88

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles E. Jones & Sons, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17.00
- .50

17.50

CONDITIONAL SALE CONTRACT NOTE 8007 532 PAGE 3/30

TO: The Milton James Company (Seller) FROM: Charles E. Jones & Sons, Inc. (Buyer)
8411 Pulaski Highway Baltimore, MD 21237 704 Riverview Terrace Annapolis, MD 21401

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) Used John Deere Model 310B Loader Backhoe S/N 718180

Table with 2 columns: Item description and Amount. Includes (1) CASH SALE PRICE \$27,562.50, (2) DOWN PAYMENT In Cash \$13,667.50, (3) DOWN PAYMENT In Goods (Trade-in Allowance) \$-9,110.00, (4) UNPAID BALANCE [Items (1) - (2) - (3)] \$13,900.00, (5) INSURANCE and other Benefits \$-0-, (6) OFFICIAL or DOCUMENTARY FEES \$150.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$14,050.00, (8) FINANCE CHARGE (Time Price Differential) \$ See Rider 1 & 2, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$14,050.00 plus interest, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$27,712.50 plus interest.

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
704 Riverview Terrace Annapolis Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fourteen thousand fifty and 00/100 plus interest ***** Dollars (\$14,050.00 plus interest) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 21st day of October 19 88 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$390.27 and the final installment being in the amount of \$ See Rider 1 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity See Rider 2 and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment, endorsement of this contract note, and upon such assignment, endorsement, Buyer agrees not to assert against any assignee, endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, misappropriation, or if Holder holds down and insures, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, with interest.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 16 19 88 BUYER(S)-MAKER(S):

Accepted: The Milton James Company (SEAL) Charles E. Jones & Sons, Inc. (SEAL)

By: Brian N. Barkard Pres. By: Charles E. Jones Pres. Co-Buyer-Maker: Charles E. Jones, Pres. (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** ~~Buyer hereby authorizes any attorney of any court of record to appear for and confer judgment against Buyer (except in any jurisdiction where such action is prohibited by law) for the Balance and other monies due to Holder plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY IN FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN ON THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING JURISDICTION OVER THE COLLATERAL, BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser) _____ (U.S.)

(Guarantor-Endorser) _____ (U.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law. Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements herein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 532 PAGE 392

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 16, 1988

between The Milton James Company, as Seller/Lessor/Mortgagee,

and Charles E. Jones & Sons, Inc. 704 Riverview Terrace Annapolis, MD 21401
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 4,050.00 plus interest

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of September, 19 88

9,050.00 BNB

The Milton James Company (Seal)
(Seller/Lessor/Mortgagee)

By: Brian R. Beardsley Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name B.A.W., Inc.
Address 1230 Bronson Street P.O. Box 3444 Crofton, MD 21114

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.
Address 1402 Ritchie Marlboro Road Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 25.00
POSTAGE .50
#195190.0777 R03 T11:36
09/28/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B.A.W., Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

25.00
.50
25.50

CONDITIONAL SALE CONTRACT NOTE

TO: Dilmarzo & Dellinger Truck Sales, Inc. FROM: B.A.W. Inc. BAW-CO-100 *BA*

1402 Ritchie Marlboro Road Capitol Heights, MD 20743 1230 Bronson Street, P.O. Box 3444 Crofton, MD 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1985 Ford Model LTL9000 Dump Truck S/N
1FDZA90X7FYVA42923

(1) TIME SALES PRICE	\$ 71,567.22
(2) Less DOWN PAYMENT IN CASH	\$ 10,000.50
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance)	\$ 61,566.72

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1230 Bronson Street Crofton, MD 21114

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty one thousand five hundred sixty six and 72/100 Dollars (\$ 61,566.72)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 6th day of November, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,282.64 and the final installment being in the amount of \$ 1,282.64

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 22 19 88 BUYER(S)-MAKERS(S): BAWCO INC *BA*

Accepted Dilmarzo & Dellinger Truck Sales, Inc. (SEAL) B.A.W. Inc. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: Benedict A. Widmer, J.P. (SEAL)

By: _____ (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

3

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements of a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

500-532 PAGE 3/5

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 22, 1988 between DiMarzo & Dellinger Truck Sales, Inc. as Seller/Lessor/Mortgagee and ~~B.A.V., Inc.~~ 1230 Bronson Street, P.O. Box 3444 Crofton, MD 21114 and B.A. COILE (Name) BU (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 0.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22nd day of September, 19 88.

DiMarzo & Dellinger Truck Sales, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)



BOOK 532 PAGE 397

271676

Financing Statement

The Woods at Benvenue of Rocky Mount

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel, Maryland

NAME	Street	City	State
1. Debtor(s)			
<u>Cardinal Industries, Inc.</u>	<u>333 S. Hammonds Ferry Rd.</u>	<u>Glen Burnie, MD</u>	<u>21061</u>
	<u>and 2040 S. Hamilton Rd.</u>	<u>Columbus, OH</u>	<u>43232</u>

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto. RECORD FEE 13.00

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof. POSTAGE .50

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above. #195200 C777 R03 T11:37

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference. 09/28/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Dennis Stough

Type Name Dennis Stough

Title Assistant Vice-President

Debtor(s) or Assignor(s)

CARDINAL INDUSTRIES, INC.

By: Joseph V. Collins

Joseph V. Collins

Assistant Secretary

Type or Print Name and Title of Each Signature

13.00
-50

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

Schedule B

BOOK 532 PAGE 399

The Woods at Benvenue
of Rocky Mount

Finished building components consisting of 96 units:

65(Sixty-Five) 1-Bedroom	S/N 5448,5449,5451,5452,5454-5461,5463-5472,5474, 5478,5479,5485,5486,5492-5495,5498,5500,5502, 5503,5505-5507,5509-5511,5513-5515,5518-5520, 5524,5525,5527-5542.
6(Six) 1-Bedroom Rev.	S/N 5481-5483,5488,5521,5522
3(Three) 2-Bedroom	S/N 5480,5491,5504.
6(Six) 2-Bedroom M.S.	S/N 5453,5497,5508,5512,5517,5523
4(Four) Studio	S/N 5450,5487,5496,5501
1(One) Laundry	S/N 5484
5(Five) 1-Bedroom B.F.	S/N 5462,5473,5499,5516,5526
1(One) Mngrs Apt. w/den	S/N 5447
3(Three) 1-Bedroom	S/N 5475-5477
2(Two) 1-Bedroom Tolliver Rev.	S/N 5489-5490

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$105.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Paving Co., Inc.

Address Box 17, Rt. 3 North Millersville, MD 21108

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
RECORD TAX 105.00
POSTAGE .50
#195220 C777 R03 T11:44
09/28/88

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Paving Co., Inc.

See attached for original signature
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

Type or Print Above Name on Above Line

(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17.00
105.00
50
118.50

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc.

532 PAGE 401

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 22nd day of September, 1988 by and between

Chesapeake Paving Co., Inc., having its principal place of business at
Box 17, Rt. 3 North Millersville, MD 21108

"Mortgagor" and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof, and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for, in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7 If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8 All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9 Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10 Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST

Chesapeake Paving Co., Inc. (Seal)
Mortgagor

By Martha A. Wilson President (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} ss

Martha A. Wilson

being duly sworn, deposes and says

She ~~is~~ is the President

of Chesapeake Paving Co., Inc.

(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2 Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3 Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4 There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5 Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of _____, 19____

Martha A. Wilson

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

Chesapeake Paving Co., Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC
CA 1 & 7 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 22, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Mack Tractor		U685918805 ¹
One (1)	Used Eager Beaver 35 ton Trailer		35GLB7405

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

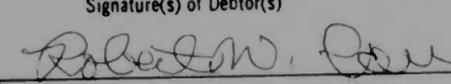
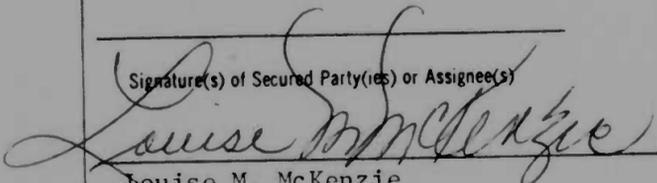
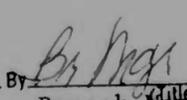
Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Chesapeake Paving Co., Inc.

By: _____

By: Martha A. Wilson, President

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Total Lawn Care	2. Debtor(s) Complete Address(es) 3100 Crain Highway Upper Marlboro Maryland 20772	
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20737	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) 1 Pipe Piper Demo. with Grips and Blade Model # 85227 Serial # 786008		
		RECORD FEE 11.00 RECORD TAX 70.00 POSTAGE .50 #195230 C777 R03 T11:45 09/28/88
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County; Other <u>MDAT</u>
9. Transaction is (<input checked="" type="checkbox"/>), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>10,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Total Lawn Care Signature(s) of Debtor(s)  Robert Carr, President		
Signature(s) of Secured Party(ies) or Assignee(s)  Louise M. McKenzie By  Branch Manager		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY 87-30		Printed in U. S. A.

11.00
70.00
.50

81.50

1130

274679

BOOK 532 PAGE 405

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Maria L. Rodriguez Address(es): 288 Wroxeter Drive
Arnold, Maryland 21012

6. Secured Party: Maryland National Bank Address: Department Legal Documentation Review Unit
Attention: Alice Keith Post Office Box 987, Mailstop 02-28-01
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

RECORD FEE 11.00
POSTAGE .50
#195240 0777 R03 111:46
09/28/88

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

One Unit Benchmark Acquisition Fund Limited Partnerships

Debtor: _____
By: Maria L. Rodriguez (Seal)
Type name and title, if any

Secured Party: Maryland National Bank
By: Maxine V. Hoen (Seal)
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

11.00
.50

0537241-9001-143136

532 PAGE 408

274680

Anne Arundel
#291293
Fee: \$12.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NOT SUBJECT

If this statement is to be recorded in land records check here

Signed Conditional Sales Contract

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAUL G EDENBAUM CAROLYN T EDENBAUM
Address 8408 BRADLEY BV, BETHESDA, MD 20817

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 200 SHEFFIELD ST., MOUNTAINSIDE, NJ 07092

Midlantic National Bank 2 Broad Street Bloomfield, New Jersey 07003
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

USED 1986 CIGARETTE CAFE RACER 35' FIBERGLASS HULL
CRT35C16C686 WITH DUAL GAS I/O MERCURISER ENGINES
T/400 HP A565358 A565359
Assigned To: Midlantic National Bank
2 Broad Street
Bloomfield, NJ
KEPT; EDGEWATER, MD.

RECORD FEE 12.00
POSTAGE .50
#195250 0777 R03 T11:46
09/28/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X *Paul G Edenbaum*
(Signature of Debtor)

PAUL G EDENBAUM
Type or Print Above Name on Above Line

X *Carolyn T Edenbaum*
(Signature of Debtor)

CAROLYN T EDENBAUM
Type or Print Above Signature on Above Line

X *Dana McKinnie Agent*
(Signature of Secured Party)

Dana McKinnie/Agent
FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

12.00

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crofton Tool & Equipment Rental Company
Address 1041 Route 3, North, Gambrills, MD 21054

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 200 Chestnut Ridge Road, Woodcliff Lake, NJ 07675

RECORD FEE 11.00
POSTAGE .50
#195320 0777 R03 T11:51
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory, including new, used and received as trade-ins consisting of machinery, equipment, parts and tools, sold, supplied, distributed, or manufactured by secured party bearing the secured party's name, trade name, or trademark and all proceeds of the foregoing, including, but not limited to accounts, contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral, on which there is a balance owing to Ingersoll-Rand.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David McKinney
Signature of Debtor

Joseph G. Baldwin
Type or Print Above Name on Above Line

Carl E. Luhl
Signature of Debtor

Carl E. Luhl
Type or Print Above Signature on Above Line

Signature of Secured Party

Type or Print Above Signature on Above Line

11.00
.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEIN BROTHERS, INC.

Address 7400 BALITIMORE-ANNAPOLIS BLVD., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P.O. BOX C-11921, TUSTIN, CA. 92711

RECORD FEE 11.00
#195330 0777 R03 111:52
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

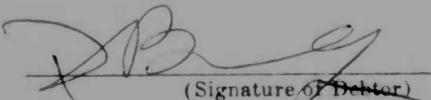
Name and address of Assignee

(1) DSK DR, 126MB, 3RD, 4TH, 6TH, 7TH, 8TH (10 PTR, PT-4222 400CPS MATRIX, DUAL INTERFACE;
MFG. AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATEAL ARE COVERED.
WA5582 CUST#007934001 SHPD 9/21/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

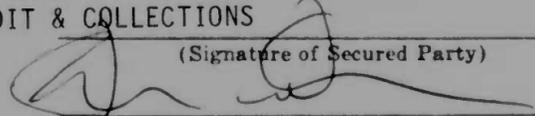
SEP 22 1988


(Signature of Debtor)

HEIN BROTHERS, INC.
DEBORAH BURGER, ATTORNEY IN FACT

MAI BASIC FOUR, INC. JENAN WILHELM
CREDIT & COLLECTIONS

(Signature of Debtor)


(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11-80

274683

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

<p>1. Debtor(s) (Last Name First) and Address(es): B & R Landscaping Service, Inc. 750 Andover Road Linthicum, Md. 21090-3035</p>	<p>2. Secured Party(ies) Address(es) And Name(s): JOHN C. LOUIS CO., INC. 1805 Cherry Hill Road Baltimore, Md. 21230</p>	<p>4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 POSTAGE .50 #195120 C777 R03 T11:20 09/28/88</p>
---	--	---

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

1 Melroe Bobcat Model 743 S/N 5019-40339
Flotation Tires, 1 Combination Bucket S/N M194, Cab Enclosure
Beck Trailer, 3EL19 S/N 44BH62026JL004076

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
 Filed with: Sec. of State _____ Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

B & R LANDSCAPING SERVICE, INC. JOHN C. LOUIS CO., INC.

By Richard W. Steffee By Wilmer S. Davison

RICHARD W. STEFFEE Debtor(s) [or Assignor(2)] WILMER S. DAVISON Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical 11.50 FINANCING STATEMENT THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. PRESIDENT FORM UCC 1

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
Commerce Printing Co., Inc.
7513 Connelley Dr. Suite E
Hanover, MD 21076

2. Secured Party(ies) and address(es)
Garrett-Buchanan Co., Div. of
Paper Corporation of America
7575 Brewster Avenue
Phila. Pa. 19153

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
RECORD TAX 700.00
POSTAGE .50
#195310 0777 R03 111:50

4. This financing statement covers the following types (or items) of property:

The security interest hereby granted covers the following collateral, together with all proceeds, products and replacements thereof, accessories thereto and insurance thereon; all machinery furniture and fixtures now owned or hereafter acquired by Debtor; all inventory and accounts receivable now owned or hereafter acquired by Debtor; all contracts and contract rights and general intangibles now owned or hereafter acquired by Debtor, together with all future advances of whatever type and kind.

5. Assignee(s) of Secured Party(ies) Address(es)
11/28/88

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Subject to Recordation Tax on \$100,000.00 balance

11.00
700.00
By: Robert King
Signature(s) of Debtor(s)

Garrett-Buchanan Co. Division of
Paper Corporation of America

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
711:00

STANDARD FORM - FORM UCC-1.

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented. 3 The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es):
Capitol Bicycle and Moped Center, Inc.
1923-1 West Street
Annapolis, Md 21401

2 Secured Party(ies) Name(s) and Address(es):
SERVICE CYCLE SUPPLY CO.
Div. of American Recreation Group, Inc.
75 Modular Ave.
Commack, N. Y. 11725

4 For Filing Officer: Date, Time, No. Filing Office

5 This statement refers to original Financing Statement No. LIBER 412 PAGES 238 & 239 227175 filed (date) 8/13/79 with Circuit Court For Anne Arundel County

- 6 A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F This statement is to be indexed in the Real Estate Records.

RECORD FEE 10.00

195260777 R03 T 1143
08/19/79

SERVICE CYCLE SUPPLY CO.
Div. of American Recreation Group, Inc.

By _____
Signature(s) of Debtor(s) (only on amendment)

BY [Signature]
Signature(s) of Secured Party(ies)

10.00
-50

(1) FILING OFFICER COPY - NUMERICAL

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$1,804,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

RECORD FEE 23.00
POSTAGE .50
#291300 0237 R02 T12:46
09/28/88

- 1. DEBTOR: BIRDSVILLE PROPERTIES PARTNERSHIP
2128 Espey Court
Crofton, Maryland 21114
Attention: Gary E. Collinson
- 2. SECURED PARTY: YORK FEDERAL SAVINGS AND LOAN ASSOCIATION
101 South George Street
York, Pennsylvania 17405-7068
Attention: Robert A. Gracie
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards,

23.00

storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of

Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

BIRDSVILLE PROPERTIES
PARTNERSHIP,
A Maryland General Partnership

By: Carl R. Varblow (SEAL)
Carl R. Varblow,
General Partner

Date: September 22, 1988

By: Gary E. Collinson (SEAL)
Gary E. Collinson,
General Partner

Date: September 22, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 7617

BEING known and designated as Lots No. 1 through 4, both inclusive, and all that open space as shown on the Plat entitled, "Plat 1 of 4, AVILA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 112, folio 9; and Lots Nos. 5 through 10, both inclusive and Lots Nos. 23 and 24, and all that open space as shown on the Plat entitled, "Plat 2 of 4, AVILA", recorded as aforesaid in Plat Book 112, folio 10; and Lots Nos. 11 through 22, both inclusive and all that open space as shown on the Plat entitled, "Plat 3 of 4, AVILA", recorded as aforesaid in Plat Book 112, folio 11; and Lots Nos. 25 through 35, both inclusive and all that open space as shown on the Plat entitled, "Plat 4 of 4, AVILA", recorded as aforesaid in Plat Book 112, folio 12. ALSO, including all that property designated as roads, as shown on the Plats referenced above.

BOOK 532 PAGE 417

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

Hack's Inc.
t/a Rickey TV
19 Parole Plaza
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

CANON U.S.A., INC.
One Canon Plaza
Lake Success, NY
11042

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#216380 0040 R04 11/17

09/28/83

4. This statement refers to original Financing Statement bearing File No. 00518 C040 R01

Filed with County Date Filed 11/4/83 19

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

C657170

RETURN TO:

10.00

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

No. of additional Sheets presented:

CANON U.S.A., INC.

By: _____
Signature(s) of Debtor(s) (necessary if applicable)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 9-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR L J Berg, Inc.
Name t/a Medicine Shoppe Riviera Beach
Address 8541K Fort Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY
Name Loewy Drug Company, Inc.
Address 6801 Quad Avenue, Baltimore, MD 21237
J.J. Yurko, Area Credit Manager (Same address as above Secured Party)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All of Debtor's equipment and fixtures, inventory, accounts and accounts receivable, contract rights and chattel paper and general intangibles, now in existence or hereafter acquired and arising as more specifically set forth on Exhibit "A" attached hereto and made a part hereof."

RECORD FEE 12.00
POSTAGE .50
#216390 0040 004 115+18
09/21/88

Not subject to Recordation Tax.

Conditional Sales Contract.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

12.00
.50

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

L J Berg, Inc.
t/a Medicine Shoppe Riviera Beach
8611 Fort Smallwood Road
Pasadena, MD 21122

Secured Party:

Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

Exhibit "A"

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 9-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

L J Berg, Inc.

Name t/a Medicine Shoppe Riviera Beach

Address 8541K Fort Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY

Name Loewy Drug Company, Inc.

Address 6801 Quad Avenue, Baltimore, MD 21237

J.J. Yurko, Area Credit Manager (Same address as above Secured Party)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All of Debtor's equipment and fixtures, inventory, accounts and accounts receivable, contract rights and chattel paper and general intangibles, now in existence or hereafter acquired and arising as more specifically set forth on Exhibit "A" attached hereto and made a part hereof."

RECORD FEE 12.00
POSTAGE .50
#216390 0040 004 115+18
09/20/88

Not subject to Recordation Tax.

Conditional Sales Contract.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Leon J. Vandenberg, President

Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

Barbara S. Vandenberg

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Benjamin S. Multz, President

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

L J Berg, Inc.
t/a Medicine Shoppe Riviera Beach
8611 Fort Smallwood Road
Pasadena, MD 21122

Secured Party:

Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof, and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

Exhibit "A"

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

BOOK: 532 PAGE 420

274691

1. Name of Debtor(s):
Address:

Chill Craft Co.
7525D Connelley Drive
Hanover, Maryland 21076

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Equipment, inventory & accounts receivable

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#216430 C040 R04 T15+21
09/28/88

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Chill Craft Co.

John E. Tyssowski, Pres.
John E. Tyssowski, Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

Dennis Ortiz
Dennis Ortiz, Assistant Vice Pres.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11.00
.50

FIRST AMERICAN BANK OF MARYLAND/TYSSOWSKI

EXHIBIT "A"

THAT lot of ground situate in BALTIMORE COUNTY, STATE OF MARYLAND and described as follows, that is to say:

BEING known and designated as Lot No. 10 Section L on the Plat of Villa Nova which said plat is recorded among the Plat Records of Baltimore County in Plat Book W.P.C. No. 3 folio 76.

BEING the same property which by Deed dated July 20, 1946, recorded among the Land Records of Baltimore County in Liber 1490, folio 121, was granted and conveyed by Albert F. Metzger and Margaret T. Metzger, his wife, unto William C. Mader and Marguirite H. Mader, also known as Marguirite A. Mader, his wife, the within grantors.

PRINT OR TYPE ALL INFORMATION

271632

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY
~~STATE CORPORATION COMMISSION~~
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Earthshapers, Inc.
872 Derby Farm Rd.
Severn, MD 21144

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party
Mid-Atlantic Equipment Company
9107 Owens Drive
Manassas Park, VA 22111

Name & address of Assignee
Associates Commercial Corp.
8002 Discovery Drive #420
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement
One (1) John Deere Model 455G Crawler Loader SN/ 751412 with Model 9300G Backhoe complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORD FEE 11.00
POSTAGE .50
4216320 COMD R04 T13+20
01/21/88

Describe Real Estate if applicable:

Earthshapers, Inc.

Mid-Atlantic Equipment Company

Signature of Debtor if applicable (Date)

Fred W. Finck, Jr.
Fred W. Finck, Jr., Pres.

Signature of Secured Party if applicable (Date)

Richard Roso
Richard Roso, VP

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Juliana L Ross
Address 18 Crestwood MHP 7733 Telegraph Road Severn, MD 21144

2. SECURED PARTY

Name Richard William Cozzone & Edna M Cozzone
Address 18 Crestwood MHP 7733 Telegraph Road
Severn, MD 21144

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used 1973 Duke 12x65
Serial #65X122392
See attached Schedule A
Anne Arundel County

Name and address of Assignee
First Manufactured Housing
P.O. Box 190
Glen Burnie, MD 21061

RECORD FEE 13.00
POSTAGE .50
#216500 0040 R04 T15136

This transaction is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

13.00
50 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Juliana L Ross by [Signature]
(Signature of Debtor)

Juliana L Ross
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jean Puller
(Signature of Secured Party)

Jean Puller FMHCC

Type or Print Above Signature on Above Line

FIRST MANUFACTURED HOUSING CREDIT CORPORATION

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we Juliana Lorraine Ross

of #18 Crestwood, M.H. Park, 7733 Telegraph Rd

City of Severna Park, County of A/R

State of Maryland do hereby make, constitute and appoint Jean Puller of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any successor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

1979 (Make) Duke (Model) Serial 65X122392 (Serial) 12' x 65' (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 15th day of MAY, 19 86.

N/A (Buyer) X Juliana L. Ross (Buyer)
N/A (Buyer) N/A (Buyer)

Sworn to and subscribed before me this 15th day of MAY, 19 86

Patricia J. Cooper MY COMMISSION EXPIRES July 1, 1986
Anne Arnold Co. Inc. (Notary Public)

Kimberly L. Bosch
(Unofficial Witness)

SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

BOOK 532 PAGE 426

UCC STATEMENT

(1) Filing Office Copy — Alphabetical

1. This UCC Statement dated _____ is to be filed in the office shown below. Filed with <u>Anne Arrundel Co.</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: <u>035620</u> Filing Date: <u>6/27/87</u>	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
--	--	---	---

5. This statement is (CHECK ONLY ONE BOX):

ORIGINAL FINANCING STATEMENT. This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.

ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE. This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.

AMENDMENT. The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT. The financing statement bearing the file number shown in Item 2 is still effective.

ASSIGNMENT. Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.

PARTIAL RELEASE OF COLLATERAL. Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.

TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s)
Bio Gro Systems, Inc.
P.O. Box 209
Annapolis, Md. 21404

7. Name and Address of Secured Party:
CARTER MACHINERY COMPANY, INC.
P.O. Box 3096
Salem, Virginia 24153-3096

RECORD FEE 11.00
 2016610 0040 004 115139
 05/28/88
 E

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:
11.00

11. Set forth here is: Manner in which the original financing statement is amended:
 Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:

13. CARTER MACHINERY COMPANY, INC.
Justin Madorsky
 SIGNATURE OF SECURED PARTY
 SIGNATURE FOR TERMINATION STATEMENT

SIGNATURE(S) OF DEBTOR(S)
 (Required only on original Financing Statement or Amendment)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kathleen M. Brady & Bruce L. Campbell
Address 63 Edwards Lane, Lothian, Maryland 20711

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.
Address P.O. Box 190, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) August 18, 2000

4. This financing statement covers the following types (or items) of property: (list)

1976 Windsor, Serial #ZWI70145505

Name and address of Assignee

Used Mobile Home together with all appliances, equipment, accessories and parts thereon and therefore and all proceeds, replacements or additions therefore, and all substitutions, as more fully described in the Manufactured Home Retail Installment Agreement between debtor and the secured party.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
#216620 0040 004 115+41
09/28/88

1100

Kathleen M Brady
(Signature of Debtor)

Kathleen M. Brady
Type or Print Above Name on Above Line

Bruce Lee Campbell
(Signature of Debtor)

Bruce L. Campbell
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2803.77

If this statement is to be recorded in land records check here.

This financing statement Dated AUGUST 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SANDRA CHILDERS

Address 1828 VILLAGE SQUARE CT SEVERN, MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLENBUNRIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

#195410 0777 R03 T14:00
09/28/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11.00
21.00
.50
32.50

Sandra Childers
(Signature of Debtor)

SANDRA CHILDERS

Type or Print Above Name on Above Line

Steven D Childers et al
(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

MONICA D CARTER CSR

Type or Print Above Signature on Above Line

12 21 -50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2150.06

If this statement is to be recorded in land records check here.

This financing statement Dated 9-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL COPELAND
 Address PO BOX 922 LEXINGTON PARK, MD. 20654

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address PO BOX 997
 GLEN BURNE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	RECORD FEE	11.00
	RECORD TAX	17.50
	POSTAGE	.50
	#195420 C777 R03	T14:00
		09/28/88

- MUSICAL FCP
- PERSONAL COMPUTER
- PHOTO FCP
- STEREO FCP
- TV
- VCR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel S Copeland Jr
 (Signature of Debtor)

DANIEL COPELAND
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)

GINA JORDAN C.S.P.
 Type or Print Above Signature on Above Line

11.00
 17.50
 29.00

274638

Identifying File No. 14386

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2046.03

If this statement is to be recorded in land records check here.

This financing statement Dated 9-01-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VANCE & BRENDA HEARN
 Address 8287 PORTSMITH DR. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P.O. BOX 997
 GLEN BURNE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

ANTIQUE BED & DRESSER
 CAMPING EOP
 PHOTO EOP
 SPORTING EOP
 STEPPER EOP
 TV

RECORD FEE	12.00
RECORD TAX	17.50
POSTAGE	.05
POSTAGE	.45
#195430 C777 R03 T14:01	
09/28/88	

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Vance E. Hearn
 (Signature of Debtor)

VANCE HEARN
 Type or Print Above Name on Above Line
 Brenda L Hearn
 (Signature of Debtor)
 BRENDA HEARN
 Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)
 GINA JORDAN C.S.P.
 Type or Print Above Signature on Above Line

12.50
 17.50
 30.00

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1257.06

If this statement is to be recorded in land records check here.

This financing statement Dated 8-21-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BERNARD & SHARON GADSON
Address 7782 HANCOCK LN. APT J GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name AVCC FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD, 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
RECORD TAX 10.50
#195440 C777 R03 T14:02
09/28/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

BERNARD GADSON
Type or Print Above Name on Above Line

Signature of Debtor

SHARON GADSON
Type or Print Above Signature on Above Line

Signature of Secured Party

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

Handwritten calculations: 12.50, 10.50, 23.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14425

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 9-10-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES A. & DEBORAH A. LEWIS
Address 1254 THOMPSON AVE. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURKE, MD. 21050

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

LIVING ROOM FURNITURE
STEREO ECP
VCR

RECORD FEE 12.00
RECORD TAX 10.50
POSTAGE .50
#195450 C777 R03 T14:02
09/28/88

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Handwritten calculations: 12.00 + 10.50 + .50 = 23.00

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of James A. Lewis
(Signature of Debtor)

JAMES A. LEWIS
Type or Print Above Name on Above Line
Signature of Deborah A. Lewis
(Signature of Debtor)

DEBORAH A. LEWIS
Type or Print Above Signature on Above Line

Signature of Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.P.
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1136.00

If this statement is to be recorded in land records check here.

This financing statement Dated SEPT 13, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name XX LINDA RATLIFF
Address 7750 WEST SHORE RD PASADENA, MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLIN BURNIE, MD 21051

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#195460 C777 R03 T14:03
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Linda J Ratliff
(Signature of Debtor)

LINDA RATLIFF
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Zimittini
(Signature of Secured Party)

MONICA D ZIMITTINI CSR

Type or Print Above Signature on Above Line

11.00
10.50
.50
22.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2239.65

If this statement is to be recorded in land records check here.

This financing statement Dated SEPT 6, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEVERLY AND ERROL R KERNS
Address 8006 F TRAYNOR CT FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNIE, MD 21051

RECORD FEE 12.00
RECORD TAX 17.50
TOTAL 29.50

Person And Address To Whom Statement Is To Be Returned If Different From Above #195470 C777 R03 T14:03 09/28/88

3. Maturity date of obligation (if any) _____

POSTAGE .50
#195480 C777 R03 T14:03 09/28/88

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK [X] THE LINES WHICH APPLY

12.00
17.50
30.50

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Signature of Debtor: Beverly A. Kerns

BEVERLY KERNS
Type or Print Above Name on Above Line

Signature of Debtor: Errol Kerns

ERROL KERNS
Type or Print Above Signature on Above Line

Signature of Secured Party: Monica D. Zenittini

MONICA D ZENITTINI CSR
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14256

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1017.72

If this statement is to be recorded in land records check here. []

This financing statement Dated 8-23-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TAMATHA A. HENSON
Address 7667 MARCIN DR. APT. L GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997

GLEN BURNIE, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

BICYCLE
STEREO ECP
TV
VCR

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#195490_CTTT R03 T14:05
09/28/88

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Tamatha Henson
(Signature of Debtor)

TAMATHA HENSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

Handwritten initials and marks at the bottom of the signature lines.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1415.42

If this statement is to be recorded in land records check here.

This financing statement Dated AUGUST 31, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES SHROUT

8140 HAR Address 3A 8140 HAROLD CT 3A GLEN BURNIE, MD 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#195500 C777 R03 T14:06
09/28/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11.00
10.50
1.50
22.00

James A ShROUT
(Signature of Debtor)

JAMES A SHROUT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D Zenittini
(Signature of Secured Party)

MONICA D ZENITTINI CSR

Type or Print Above Signature on Above Line

11- 10.50 .50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2294.00

If this statement is to be recorded in land records check here.

This financing statement Dated 8-21-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DARRYL & VALERIE THOMAS
Address 3540 E. BURR CT. FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997

GLENN BURNET, MD. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50
#195700 C777 R03 T14:47
09/28/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

12.00
17.50
30.00

Darryl Thomas
(Signature of Debtor)

DARRYL THOMAS
Type or Print Above Name on Above Line

Valerie Thomas
(Signature of Debtor)

VALERIE THOMAS
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

12 21.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1697.94

If this statement is to be recorded in land records check here.

This financing statement Dated DEC 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

13689

Name JEROME HUDSON

Address PO BOX 1162 FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

RECORD FEE 11.00

RECORD TAX 14.00

Address PO BOX 997 GLEN BURNIE MD 21051

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#035410 C777 R04 T09:44

02/03/88

3. Maturity date of obligation (if any) 05-23-90

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (Jerome Hudson)

JEROME HUDSON

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (Monica D. Carter)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)

Books 522 Page 484

BY Monica D. Jentilini CSR TITLE

Dated: 09/22/88

RECORD FEE 10.00

POSTAGE .50

#195710; C777 R039720700

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other: Anne Arundel County, MD

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
<u>TECHNO-SCIENCES, INC.</u>	<u>7833 Walker Drive, Suite 620 - Greenbelt,</u>	<u>MD</u>	<u>20770</u>
	<u>48 Poplar Point Rd., Edgewater,</u>	<u>MD</u>	<u>21037</u>

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00
 #185760-677 R03 115:04
 09/28/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

TECHNO-SCIENCES, INC.

By: Oliver M. Moss

By: Lee D. Davisson, President

Type Name Oliver M. Moss,

Title Vice President

Type or Print Name and Title of Each Signature

I certify under penalty of perjury that recordation tax in the amount of \$ 132- was paid to PRINCE GEORGES County.

Lee D. Davisson Authorized Signature

Equipment is located in Prince Georges County

Schedule A
(to Financing Statement)

All data acquisition processors, antennas, receivers, input processors, mission control center systems, down converters, local user terminals, computers, word processors, data processors, terminals, printers, interfaces, work stations, sheet feeders, software, computer media, magnetic tapes, programs, trade secrets regarding computer software programs, patents, copyrights, data bases, ROM chips, mask works, cables, disks, instructional material, connectors and all parts, accessories, additions, substitutions, options, together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items; all of the Debtor's right, title and interest in and to and claims and proceeds under: (a) Contract No. SAC/3662/88/D/6161 between the Debtor and the Department of Space, Government of India, dated June 14, 1988; and (b) the Irrevocable Letter of Credit No. 88/356 dated August 16, 1988 in the face amount of \$1,202,444.00 issued to the Debtor by the State Bank of India and any amendments thereto or substitutions therefor.

3784J/092188

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name A.I. Credit Corp.
Address 160 Water Street, New York, New York 10038-4922

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to A.I. Credit Corp. of certain lease payments under certain True Lease Assignment dated April 8, 1988, Schedule # 02, dated August 25, 1988 between Assignor as Lessor and LEASE ACCOUNT # 804088 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Sept. 8, 1988 between Assignor as Assignee:

- (1) One Service Dept. Safe - 9412-139 Victor Insulated File
- (10) Ten Outside Pole Lights

RECORD FEE 11.00
POSTAGE .50
#195770 0777 R03 T15:05
09/28/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

A.I. Credit Corp.

Dina C. Belen Mgr.
(Signature of Secured Party)

Dina C. Belen
Type or Print Above Name on Above Line

Filed with Anne Arundel County

\$11.50

11.50

STATE OF MARYLAND

Anne Arundel Co
C-02-06036-6

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Paving Co., Inc.
Address Box 17, Rt. 3 North Millersville, MD 21108

2. SECURED PARTY

Name Elliott & Frantz, Inc.
Address 10421 Guilford Road Jessup, MD 20794

RECORD FEE 13.00
POSTAGE .50
#195740 C777 R03 T15:01
09/28/88

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Paving Co., Inc.

See attached for original signature.
(Signature of Debtor)

First Interstate Credit Alliance, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

1350

CONDITIONAL SALE CONTRACT NOTE

BOOK 532 PAGE 443

TO: Elliott & Frantz, Inc. ("Seller")

FROM: Chesapeake Paving Co., Inc. ("Buyer")

10421 Guilford Road Jessup, MD 20794 (Address of Seller)

Box 17, Rt. 3 North Millersville, MD 21108 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Rosco Vibrostat Roller, S/N 22660 One (1) Sakai Model SW40 Roller, S/N 30590 One (1) REM Model DM-400 Paver, S/N 3-265-808	(1) CASH SALE PRICE	\$ 72,450.00
	(2) DOWN PAYMENT In Cash	\$ 12,450.00
	(3) DOWN PAYMENT In Goods*(Trade-in Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 60,000.00
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 25.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 60,025.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 13,628.93
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 73,653.93	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 86,103.93	

*Description of any Trade-In:
*See Schedule "A" attached hereto and made a part hereof for payment schedule.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
Box 17, Rt. 3 North (Street and Number) Millersville (City) Anne Arundel (County) Maryland (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy three thousand six hundred fifty three and 93/100***** Dollars (\$ 73,653.93) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 23rd day of October, 19 88, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ * with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
Date: September 22 19 88 BUYER(S)-MAKER(S):

Accepted: Elliott & Frantz, Inc. (SEAL) Chesapeake Paving Co., Inc. (SEAL)
By: Robert L. Schaeffer VP (Print Name of Seller Here) By: Martha A. Wilson President (Print Name of Buyer-Maker Here)
Co-Buyer-Maker: Martha A. Wilson Pres (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) _____
(Witness as to Buyer's and Co-Maker's Signature) _____
By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell their interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREOF EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

Elliott & Frantz, Inc. (SEAL)

By: Stuart B. Glover
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

(Witness)

532 pgs 444

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name SDJ, INC. T/A ANNAPOLIS THRIFTWAY
Address 1031 Bay bridge Ave., Annapolis, MD 21402

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE 12.00
POSTAGE .50
#195790 C777 R03 T15:07
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) TEC Cash Register #2310 Master S/N 209348
- (5) TEC Cash Register #2310 Satelites
- (6) TEC Inter Register Connectors #K8-IRC
- (6) TEC Electronic Scales w/Interface and Built-in Display#4730

Name and address of Assignee
Fidelity Bank
Broad & Walnut Sts.
Philadelphia, PA 19109

S/N 7T0504, 7T0531, 7T0541, 7T0566, 8E1997, 8E2101

"This Financing Statement is being filed for notice purposes and is not intended to convert the lease into a security agreement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Robert Sprouse
Robert Sprouse, Part Owner
SDJ, INC.
T/A ANNAPOLIS THRIFTWAY

Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

1230

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

RRD Inc. T/A Harbor Inn
Name or Names - Print or Type

1. LESSEE(S)

402 Hall Road, Crownsville, MD 21032

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-TK 2000 Cash Register Ser#6201206

RECORD FEE 12.00
POSTAGE .50
#195860 C777 R03 T15:13
09/28/88

Assigned: Sovran Bank
31 Light Street
Baltimore, MD 21202

- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

LESSEE(S) :

LESSOR: L-J Leasing Company

By: Edwin R. Mosley, Jr.
Signature of Lessee

By: Louise E. Neutze
Signature of Lessor

Edwin R. Mosley, Jr.

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

12.30

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Terry P. Carroll

58 Crownsville Road #101A
Crownsville, Maryland 21038

AA Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1989 Brigadier Homes, 52 X 24, Beige, Mobile Home
Serial # K-32726A/B
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 11.00
#193390 6777 R03 115:19
09/28/88

Debtor

Secured Party

Terry P. Carroll
TERRY P. CARROLL

THE BANK OF BALTIMORE

BY *Juanita Hamilton*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. _____, which has been assigned to The Bank of Baltimore.

11

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)
 WILSON JAMES M.
 ADKINS ROBBIE L.
 6 SOUTH PAULA STREET
 LAUREL MD 20707

2 Secured Party(ies) Name(s) and Address(es)
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

RECORD FEE 12.00
 #195970 C777 R03 T15:31
 09/28/88

5 This Financing Statement covers the following types (or items) of property
 1977 FUQUA VIRGINIAN 24 X 44
 SERIAL # 5652 AND INCLUDING ALL FURNITURE, FIXTURES,
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

6 Assignee(s) of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 240
 WOODBRIDGE, VA 22194

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By James M. Wilson Signature(s) of Debtor(s)
 WILSON JAMES M.
 ADKINS ROBBIE L.
 PROFESSIONAL MH BROKERS

By Robbie L. Adkins Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

271713

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es)

Michel Properties, Inc.
8200 Preston Court
Jessup, MD 20794

2 Secured Party(ies) and address(es)

Kalmar Capital Corporation
777 Manor Park Drive
Columbus, Ohio 43228

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 1.30
RECORD FEE 11.70
POSTAGE .50
#196010 C777 R03 T15:33

09/28/88

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

See attached Schedule 1 (two pages)

Assign To:
The Exchange National Bank
of Chicago
LaSalle & Monroe St, Chicago, IL

"This filing is for informational purposes only. This is a 60603 lease and Lessor is the owner of the equipment."

"Not subject to Recordation Tax"

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered This financing statement is to be filed in the real estate records No. of additional sheets presented:

Filed with:

This instrument prepared by Kalmar Capital Corporation

Michel Properties, Inc.

By:

[Signature]
Signature(s) of Debtor(s)

Kalmar Capital Corporation

By:

[Signature]
Signature(s) of Secured party(ies)

Filing Officer Copy—Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Dayton Legal Blank Co., Form No. 39814

SCHEDULE NO. 1
PAGE ONE OF TWODESCRIPTION OF EQUIPMENT

<u>MANUFACTURER</u>	<u>SERIAL NUMBERS</u>	<u>TYPE AND MODEL EQUIPMENT</u>	<u>NUMBER OF UNITS</u>
Kalmar-AC	640011	Allis-Chalmers Electric Rider Forklift Model E-50	1
	KBN0676	Battery Model 18-75-23	
	88E-2562	Battery Charger GTC18-865T1	
Kalmar-AC	640067	Allis-Chalmers Electric Powered Forklift Model E-50	
	KBN-0677	Battery Model 18-75-23	
	88E-2564	Battery Charger GTC18-865T1	
Kalmar-AC	522250	Allis-Chalmers Electric Rider Forklift Model E-50	
	KDN-0273	Battery Model 18-75-23	
	88E-2566	Battery Charger CGC18-865T1	
Kalmar-AC	640069	Allis-Chalmers Electric Rider Forklift Model E-50	
	KDN-0271	Battery Model 18-75-23	
	88E-2565	Battery Charger GTC18-865T1	

902-800949
Anne Arundel County

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 248785

RECORDED IN LIBER 465 FOLIO 244 ON 8-26-83 (DATE)

1. Debtor's name and address:

Phillips Corporation
114 Forbes Street
Annapolis, MD 21401

2. Secured party's name and address:

First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 10.00
POSTAGE .50
#196070 CY77 R03 T15:41
09/28/88

First Virginia Commercial Corporation (Bank)

[Signature]

Dated 9-22-88

By Harold V. Dellinger, II
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

15.00

NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 532 PAGE 454

EXHIBIT "A"

Lease No. 88091 Schedule 06

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
9200	264557		REPRODUCER DICTAPH	\$ 7,330.50
	264526	PKRE	RECORDER, MICRO	150.00
9299	264539	CPYM	COPIER CANON PC3	502.00

NORO
1000 MARKET AVE NORTH
CANTON, (STARK) OHIO
TAX DISTRICT 35 0076

9214	264559	FAXI	FACSIMILE	2,025.00
------	--------	------	-----------	----------

344 HOLLYWOOD BLVD
STEUBENVILLE, (JEFFERSON) OHIO
TAX DISTRICT 35 0041

7700	288163	LETS	LETTERING SYSTEM	1,495.00
2100	288166	MOWE	LAWN MOWER	8,700.00
	288128		WEEDEATER	170.95
	288115-			
	288118	RADO	RADIO PORTABLE(660.00)	2,640.00
	288119	CHRG	GANG CHARGE BATTERY	650.00

GULFRO
3300 WILLISTON ROAD
GAINESVILLE, (ALACHUA) FL
TAX DISTRICT 09 0001

5200	285817	SCOP	MICROSCOPE	452.55
------	--------	------	------------	--------

TSRO
2500 RIVA ROAD SE
ANNAPOLIS (ANNE ARUNDEL) MD
TAX DISTRICT 20 0002

5800	286724-			
	286733	HDST	HEADSETS(160.95)	1,609.50
5829	286722	TY01	TYPEWRITER	669.00
5800	286734	TY01	IBM TYPEWRITER	677.77

EPARO
1000 NATIONWIDE DRIVE
HARRISBURG, (DAUPHIN) PA
TAX DISTRICT 38 0022

6600	263609		ELECTRIC STAPLER	206.25
------	--------	--	------------------	--------

MERO
110 ELWOOD-DAVIS ROAD
SYCRACUSE, (ANONDOGA) NY
TAX DISTRICT 32 0006

274715

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
NATIONWIDE MUTUAL INSURANCE CO.
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43216

2. Secured Party(ies) and address(es)
THE HUNTINGTON LEASING CO.
41 South High Street
Columbus, Ohio 43287

3. Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#196110 C777 R03 T15:43
09/28/88

4. This financing statement covers the following types (or items) of property:

See Exhibit "A" attached hereto and made a part hereof.

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

Anne Arundel Cty, Sec. of State of Maryland

NATIONWIDE MUTUAL INSURANCE COMPANY

By:

M.D. Rice

Signature(s) of Debtor(s)

THE HUNTINGTON LEASING COMPANY

By:

Robert J. ... A.V.P.

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1

1/50

NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 532 PAGE 456

EXHIBIT "A"

Lease No. 88092 Schedule 07

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	285815	BK03	BOOKCASE	165.00

2500 RIVA ROAD SE
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name IFA INCORPORATED
Address 835 Sterling Avenue, Palatine, Illinois 60067

2. SECURED PARTY

Name NORTHERN TRUST BANK/WOODFIELD
Address 1501 Woodfield Road
Schaumburg, Illinois 60173

RECORD FEE 11.00
POSTAGE .50
#186120 C777 R03 115:44
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment Lease Agreement No. WEC-202, Supplement No. 13 between Debtor as Lessor and WESTINGHOUSE ELECTRIC CORPORATION as Lessee.

Name and address of Assignee

SEE ATTACHED

Filed w/Anne Arund County, MD

Total Amount of Indebtedness is \$68,369.54
The REcordation Tax has been paid at the State of Maryland, Department of Assessments and Taxation
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

11.00
.50

IFA INCORPORATED
By: John Lesch
(Signature of Debtor)
Its: Vice President
John Lesch
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

NORTHERN TRUST BANK/WOODFIELD
By: Mark S. Daniels
(Signature of Secured Party)
Its: Assistant Vice President
MARK S. DANIELS
Type or Print Above Signature on Above Line

ATTACHMENT TO UCC-1, EQUIPMENT LEASE WEC- 203, SUPPLEMENT 13

1. Debtor
 IFA INCORPORATED
 835 Sterling Avenue
 Palatine, Illinois 60067

2. Secured Party
 NORTHERN TRUST BANK/
 WOODFIELD
 1501 Woodfield Road
 Schaumburg, Illinois 60173

Accounts, contract rights, chattel paper, and instruments consisting of Supplement No. 13 dated October 20, 1987, to Lease Agreement dated September 16, 1986, between Debtor as lessor and WESTINGHOUSE ELECTRIC CORPORATION as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with all accessories, accessions, attachments, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements thereto, together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as:

<u>Qty</u>	<u>Model/Feature Description</u>	<u>Serial No.</u>
2	2510 Xerox Copier and Stand	646010596 646010341

Equipment Location: Westinhouse Electric Corp.
 7301 Sykesville Road
 Sykesville, MD 21784

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name IFA INCORPORATED
Address 835 Sterling Avenue, Palatine, Illinois 60067

2. SECURED PARTY

Name NORTHERN TRUST BANK/WOODFIELD
Address 1501 Woodfield Road
Schaumburg, Illinois 60173

RECORD FEE 11.00
POSTAGE .50
#196130 0777 R03 T15:47
09/28/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment Lease Agreement No. WEC-202, Supplement No. 12 between Debtor as Lessor and WESTINGHOUSE ELECTRIC CORPORATION as Lessee.

Name and address of Assignee

SEE ATTACHED

Filed w/Anne Arund County, MD

Total Amount of Indebtedness is \$68,369.54

The Recordation Tax has been paid at the State of Maryland, Department of Assessments and Taxation

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

11.00
.50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

IFA INCORPORATED

By: John Lesch

Its: Vice President (Signature of Debtor)

John Lesch

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NORTHERN TRUST BANK/WOODFIELD

By: Mark S. Dwyer

(Signature of Secured Party)

Its: Assistant Vice President

MARK S. DWYER

Type or Print Above Signature on Above Line

ATTACHMENT TO UCC-1, EQUIPMENT LEASE WEC-202, SUPPLEMENT 12

1. Debtor
IFA INCORPORATED
835 Sterling Avenue
Palatine, Illinois 60067

2. Secured Party
NORTHERN TRUST BANK/
WOODFIELD
1501 Woodfield Road
Schaumburg, Illinois 60173

Accounts, contract rights, chattel paper, and instruments consisting of Supplement No. 12 dated November 10, 1987, to Lease Agreement dated September 16, 1986, between Debtor as lessor and WESTINGHOUSE ELECTRIC CORPORATION as lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein described together with all accessories, accessions, attachments, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements thereto, together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described as:

<u>Qty</u>	<u>Model/Feature Description</u>	<u>Serial No.</u>
1	Xerox 990 Micro Film Reader/Printer	60H020481

Equipment Location: Westinhouse Electric Corp.
7301 Sykesville Road
Sykesville, MD 21784

274718

532 PAGE 461

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

Westinghouse Electric Corp
Route 22/30 & McKee Road
Oakdale, PA 15071

IFA INCORPORATED
835 Sterling Avenue
Palatine, IL 60067

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
TOTAL 11.00
#196140 C777 R03 T15:48

1. This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY

Northern Trust Bank
Woodfield
1501 Woodfield Dr.
Schaumburg, IL 60173

Equipment Lease Agreement No. WEC-202, Supplement
No. 13 between Debtor as Lessee and Secured Party
as Lessor. SEE ATTACHED

Filed with the Recorder of Anne Arund County

Total Amount of Indebtedness is \$68,369.54

The Recordation Tax has been paid at the State of Maryland, Department of Assessments
and Taxation

2 Products of Collateral are also covered.

Additional sheets presented

Filed with Office of Secretary of State of Illinois

Debtor is a transmitting utility as defined in UCC §9-105

WESTINGHOUSE ELECTRIC CORP.

By: *Lorie A. Marone*
Signature of (Debtor) Lorie A. Marone
(Secured Party) Buyer

*Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

FILING OFFICER - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1-75

09/28/88
POSTAGE .50
#196150 C777 R03 T15:48
09/28/88

ATTACHMENT TO UCC-1, EQUIPMENT LEASE WEC-202, SUPPLEMENT 13Debtor

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

Secured Party

IFA INCORPORATED
835 Sterling Avenue
Palatine, IL 60067

1. The data processing equipment listed below and any insurance proceeds and claims with respect thereto. Said equipment is subject to an Equipment Lease Agreement between Debtor and Secured Party. Debtor acknowledges that the Equipment Lease Agreement is a true lease.

<u>Qty</u>	<u>Model/Feature Description</u>	<u>Serial No.</u>
1	Xerox 2510 and Stand	646010596
1	Xerox 2510 and Stand	646010341

ASSIGNEE

Northern Trust Bank/Woodfield
1501 Woodfield Road
Schaumburg, IL 60173

EQUIPMENT LOCATION

Corporate Main Building
Engineering Vault
Bay Bridge Site
Annapolis, MD 21404

MASTER EQUIPMENT LEASE NO. WEC-202, Supplement No. 13

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es)

Westinghouse Electric Corp
Route 22/30 & McKee Road
Oakdale, PA 15071

Secured Party(ies) and address(es)

IFA INCORPORATED
835 Sterling Avenue
Palatine, IL 60067

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD-FEE 11.00
POSTAGE .50
#196160 C777 R03 T15:48
09/28/88

1. This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY
Northern Trust Bank
Woodfield
1501 Woodfield Dr.
Schaumburg, IL 60173

Equipment Lease Agreement No. WEC-202, Supplement
No. 12 between Debtor as Lessee and Secured Party
as Lessor. SEE ATTACHED

Filed with the County of Anne Arund

Total Amount of Indebtedness is \$68,369.54

The Recordation Tax has been paid at the State of Maryland, Department of Assessment
and Taxation

2 Products of Collateral are also covered.

- Additional sheets presented
- Filed with Office of Secretary of State of Illinois
- Debtor is a transmitting utility as defined in UCC §9-105

WESTINGHOUSE ELECTRIC CORP.

By *Lorie A. Marone*
Signature of (Debtor) Lorie A. Marone
(Secured Party) Buyer

* Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

FILING OFFICER-ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

ATTACHMENT TO UCC-1, EQUIPMENT LEASE WEC-202, SUPPLEMENT 12

Debtor

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

Secured Party

IFA INCORPORATED
835 Sterling Avenue
Palatine, IL 60067

1. The data processing equipment listed below and any insurance proceeds and claims with respect thereto. Said equipment is subject to an Equipment Lease Agreement between Debtor and Secured Party. Debtor acknowledges that te Equipment Lease Agreement is a true lease.

<u>Qty</u>	<u>Model/Feature Description</u>	<u>Serial No.</u>
1	Xerox 990	60H020481

ASSIGNEE

Northern Trust Bank/Woodfield
1501 Woodfield Road
Schaumburg, IL 60173

EQUIPMENT LOCATION

Corporate Main Building
Engineering Vault
Bay Bridge Site
Annapolis, MD 21404

MASTER EQUIPMENT LEASE NO. WEC-202, Supplement No. 12

BOOK 532 PAGE 465

274720

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) September 11, 1991

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
FORT JUNCTION RESTAURANT, INC.	8227	Clark's Station Road,	Annapolis Junction,	MD 20702

Name of Secured Party or assignee	No.	Street	City	State
SHAH SAID AHMAD	14518	North Barro Court,	Centerville,	VA 22020

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

LOCATION OF COLLATERAL: Plain-N-Fancy Dount Shoppe, 8227 Clark's Station Road, Annapolis Junction, Maryland 20701

All of the Debtor's accounts receivable and contract rights now existing or hereafter acquired evidencing any obligation to Debtor for payment for goods sold or leased or services rendered; all policies and certificates of insurance, deposits, cash or other property owned by the Debtor or in which Debtor has an interest and which evidence any obligation to Debtor for payment of goods sold or leased or services rendered all of which arise out of the management of the business known presently as the Plain-N-Fancy Dount Shoppe which may now or hereafter be in the possession of the Debtor whether now existing or hereafter acquired; all of the licenses, goodwill, leasehold interest, supplies, goods, inventory now owned or hereafter acquired, all equipment, parts, appliances, accessions, and appurtenances now or hereafter owned, acquired or placed thereon all of which shall constitute a component (If affixed to realty—state value of each article) part of the collateral.

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

FORT JUNCTION RESTAURANT, INC. (Seal)

(Corporate, Trade or Firm Name)

BY: *George J. Ciprich*
George J. Ciprich, President

(Type or print name under signature)

Shah Said Ahmad
Signature of Secured Party or Assignee

SHAH SAID AHMAD
(Owner, Partner or Officer and Title)

(Signatures must be in ink)

RECORD FEE 11.00
 POSTAGE .50
 #216000 09/21/88 11:54:30

After Recording Return to:
 SHRYOCK & PUFF
 Suite 205
 9430 Lanham - Severn Road
 Seabrook, Maryland 20706

1100
-5

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 42,006.61
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Maryland Industrial Trucks
Incorporated
 (Name)
719 - T Hammonds Ferry Road
 (Address)
Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Nicholas P. Lambrow
 (Name of Loan Officer)
18 West Street
 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00
 RECORD TAX 297.50
 \$308.50

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

2716570 0040 R04 71935

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

09/20/88

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)
George D. Rose, Sr., President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

A.A. Co.

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber. 485

Page 64

Identification No. 256562

Dated 4/30/85

1. Debtor(s) { Heublein Wines, Inc.
 Name or Names—Print or Type
 500 DiGulian Blvd. Glen Burnie MD 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
 Name or Names—Print or Type
 701 Cathedral Street, Baltimore MD 21201
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
 POSTAGE .50
 BALTIMORE COUNTY MD 21104
 09/29/88

Dated: 9/25/88

HARBOR LEASING ASSOCIATES
Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

10.50

A.A. Co.

10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXX Book 509
XXXX

XXXXX Page 422

Identification No. 266535

Dated 3/11/87

1. Debtor(s) { Madness, Inc. T/A Sun Valley Shell
Name or Names—Print or Type
7929 Balt.,—Annapolis Blvd., Glen Burnie MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 Cathedral Street, Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
M217610 E040 R04 T10+53
09/29/88

B

Dated: 9/25/88

HARBOR LEASING ASSOCIATES
Name of Secured Party

[Signature]
Signature of Secured Party

MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

Lease Bro. Form T-1

10.50

FINANCING STATEMENT

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code.

1. Name of Debtors: DUTY FREE INTERNATIONAL, INC., a Maryland corporation
 HARDWICKE'S AMMEX LIMITED, a Delaware corporation
 AMMEX WAREHOUSE COMPANY, INC., a New York corporation
 AMMEX DISCOUNT TAX & DUTY FREE SHOPS, INC., a Vermont corporation
 AMMEX WAREHOUSE COMPANY, INC., a Maine corporation
 HARDWICKE'S COUNTRY STORE, INC., a Vermont Corporation
 AMMEX-NORTHLAND CORPORATION, a Maine corporation
 FENTON HILL AMERICAN LIMITED, a Maryland corporation
 SAMUEL MEISEL AND COMPANY, INC., a Maryland corporation
- Address: 19 Catoonah Street
 Ridgefield, Connecticut 06877

RECORD FEE 21.00
 POSTAGE .00
 #196550 0777 R03 T14:53
 09/29/88
 POSTAGE .50
 #196560 0777 R03 T14:53
 09/29/88

2. Name of Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
 Address: Post Office Box 1596
 Baltimore, Maryland 21203
 Attn: Mr. Gerard R. Mikulski
 Vice President

3. This Financing Statement covers the following types (or items) of property of the Debtors, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. Inventory. All of the inventory of any of the Debtors, both now owned or hereafter acquired, and as the same may now or hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

b. Accounts. All of the accounts and contract rights of any of the Debtors (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

c. Miscellaneous. All warehouse receipts, bills of lading, documents of title and other documents covering, or issued with respect to, any inventory of any of the Debtors.

d. Acquired Assets. All assets or property of any nature whatever, now or hereafter acquired by any of the Debtors and for which an advance of the Revolving Loan (hereafter defined) is used in whole or in part to fund the purchase price. The term "Revolving Loan" means the \$4,000,000 line of credit established by the Secured Party for the Debtors pursuant to the Loan and Security Agreement dated August 25th, 1988. This Financing Statement is filed to perfect security interests granted in connection with the Revolving Loan and in connection with a \$6,000,000 Credit Facility described in a Second Amendment to Loan and Security Agreement dated August 25th, 1988 between the Debtors and the Secured Party.

4. Proceeds and products of the collateral are also covered.

Debtor:

Secured Party:

DUTY FREE INTERNATIONAL, INC., a Maryland corporation

THE FIRST NATIONAL BANK OF MARYLAND

By: [Signature] (SEAL)

By: [Signature] (SEAL)

CHAIRMAN OF THE BOARD
HARDWICKE'S AMMEX LIMITED, a Delaware corporation

V.P.

By: [Signature] (SEAL)

AMMEX WAREHOUSE COMPANY, INC., a New York corporation

By: [Signature] (SEAL)

VICE PRESIDENT
AMMEX DISCOUNT TAX & DUTY FREE SHOPS, INC., a Vermont corporation

By: [Signature] (SEAL)

VICE PRESIDENT
AMMEX WAREHOUSE COMPANY, INC., a Maine corporation

By: [Signature] (SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

✓ HARDWICKE'S COUNTRY STORE, INC.,
a Vermont Corporation

By: *David H. [Signature]* (SEAL)
VICE PRESIDENT

✓ AMMEX-NORTHLAND CORPORATION,
a Maine corporation

By: *David H. [Signature]* (SEAL)
VICE PRESIDENT

✓ FENTON HILL AMERICAN LIMITED,
a Maryland corporation

By: *David H. [Signature]* (SEAL)
VICE PRESIDENT

✓ SAMUEL MEISEL AND COMPANY, INC.,
a Maryland corporation

By: *David H. [Signature]* (SEAL)
PRESIDENT

DATED: August 25, 1988

(Mr. Clerk: Return to Samuel H. Clark, Jr., Esquire
Hogan & Hartson
111 S. Calvert Street
Baltimore, Maryland 21202

274755

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Stephen Roland Myers
Claire Ann Myers
C-37 Holiday Mobile Estates
Clark Rd.
Jessup, Md. 20794

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT *RECORD FEE 12.00*
- ASSIGNMENT *POSTAGE .50*
- PARTIAL RELEASE OF COLLATERAL *#196610 C777 R03 T14:57*
- TERMINATION *09/29/88*

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1988 Schult, 70X14, serial #E-229543

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Step Rol Myers
Claire Ann Myers
Signature of Debtor if applicable (Date) **9-26-88**

12-50

Kelley L Black *9/26/88*
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82



FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Sept. 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name Pat's Country Bakery Mercer, Katherine E.
Address 5451 Deale Highway (Rte 256) Churchton, Md. 20733

A True Lease Not Intended As Security

2. SECURED PARTY - LESSOR

Name Interstate Equipment Sales Corporation
Address 2903 Grindon AVENUE, Baltimore, Md. 21214

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00
POSTAGE .50
#196840 0777 R03 T14:58
09/29/88

4. This financing statement covers the following types (or items) of property: (list)

New combination walk-in cooler-freezer-17'4"x6'9 1/2 "x7'10"-both with floor.Cooler 3/4 H. P. system.Freezer-2H. P. System.Roof to have membrane cover.Delivery and installation less electric.
Shelving&3 rolling pan slide racks as detailed in Attachment A_ TO BE Part of this order.
Fixed shelving to have 4 shelves-rolling pan slides to have wheels& pan slide.

Assignee;

The Finance Company of America Limited Partnership
CHECK THE LINES WHICH APPLY
Baltimore, Md. 21202

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Pat's Country Bakery
(Corporate or Trade Name)
Katherine E Mercer
(Signature of Debtor)

Katherine Mercer
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Interstate Equipment Sales Corporation
Wayne J. Scott
(Signature of Secured Party)

Wayne J. Scott
Type or Print Above Signature on Above Line

1250

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 75523
C237 R02
RECORDED IN LIBER 479 FOLIO 497 ON 11-27-84 (DATE)

1. DEBTOR

Name Die-A-Matic, Inc.
Address 101A and 101B Wellham Ave., N.E.
Glen Burnie, MD.

2. SECURED PARTY

Name Commonwealth National Bank
Address P.O. Box 1010
Harrisburg, Pa. 17108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#196730 CT77 R03 T15:07
09/29/88

Dated September 20, 1988

Commonwealth National Bank

John L. Anderson
(Signature of Secured Party)

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271372

RECORDED IN LIBER 522 FOLIO 271 ON 1-21-88 (DATE)

1. DEBTOR

Name Die-A-Matic, Inc.
Address 101B Holsum Way
Glen Burnie, Md. 21061

2. SECURED PARTY

Name Commonwealth National Bank
Address P.O. Box 1010
Harrisburg, Pa. 17108

RECORD FEE 10.00
POSTAGE .50
#196740 0777 R03 115:07
09/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: Inventory</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated September 20, 1988

Commonwealth National Bank
James L. Sanderson
(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 75522
C237 R02
RECORDED IN LIBER 479 FOLIO 496 ON 11-27-84 (DATE)

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
Address 101A and 101B Wellham Ave., N.E.
Glen Burnie, MD.

2. SECURED PARTY

Name Commonwealth National Bank
Address P.O. Box 1010
Harrisburg, Pa. 17108

RECORD FEE 10.00
POSTAGE .50
#196750 C777 R03 115:07
09/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Commonwealth National Bank

Dated September 20, 1988

John L. Sanderson
(Signature of Secured Party)

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271215

RECORDED IN LIBER 521 FOLIO 560 ON 1-7-88 (DATE)

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
Address 101A Holsum Way
Glen Burnie, Md. 21061

2. SECURED PARTY

Name Commonwealth National Bank
Address P.O. Box 1010
Harrisburg, Pa. 17108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>Inventory</u></p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#196760 C777 R03 T15:08
09/29/88

2

Dated September 20, 1988

Commonwealth National Bank

J. L. Anderson
(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 **532** PAGE **480**

274731

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated August 12, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven W Loftis & Lucille Baxter
Address 12 North Betty Street Laurel, Md. 20810

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.
Address PO Box 190 Glen Burnie, Md. 21061

RECORD FEE 14.00
POSTAGE .50
#198800 0777 R03 T15:11
09/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used 1978 Virginan Mobilehome White
24X48 Serial # 6577VHA

Name and address of Assignee

See Attached (Schedule A)
Anne Arundel County

*This Transaction is not subject to RECORDATION TAX.

Retail Installment Sale Agreement Exist between Debtor + First Manufactured.
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Steven W. Loftis
(Signature of Debtor)

Steven W Loftis
Type or Print Above Name on Above Line

Lucille Baxter
(Signature of Debtor)

Lucille Baxter
Type or Print Above Signature on Above Line

E. Hechler
(Signature of Secured Party)

E Hechler FMHCC
Type or Print Above Signature on Above Line

14.00
- 5.00

POWER OF ATTORNEY FROM BUYER(S)

TO EXECUTE TITLE, TRANSFER OF EQUITY AND INSURANCE DOCUMENTS

KNOW ALL MEN THESE PRESENTS:

That I/we Steven W. Loftis & Lucille Baxter

of 12 North Betty St.

City of Laurel, County of Anne Arundel

State of Maryland do hereby make, constitute and appoint Maurice L. Strong, Jr./E Hechler of FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, my true and lawful attorney-in-fact in my stead and behalf with the same force and effect as if same had been done by me, to apply to the Motor Vehicle Unit for a certificate of title (or a duplicate thereof) in my name; to execute an assignment of the certificate of title including the specific assignments referred to below; to apply for a new certificate of title in the name of any sucessor owner, including my attorney-in-fact, in the event of repossession of the subject mobile home/vehicle for whatever reason, to transfer the equity which I/we may own in same and to that end to execute any and all documents necessary to effect a full and complete transfer of the equity interest in same; in the event I/we fail to maintain physical damage insurance on the vehicle, to obtain, place or replace insurance for physical damage to the subject mobile home/vehicle, in which event I/we agree to the addition of the applicable premium for said insurance to the contract I/we have signed for the purchase of the subject mobile home/vehicle, at the contracted rate of interest stated therein; and in the event of repossession of the subject mobile vehicle for whatever reason, to cancel all insurance of whatever nature written at the time of my purchase of the subject mobile home/vehicle and financed on the contract of purchase; in and to the following mobile home/vehicle, to wit:

Virginian (Make) 6577VHA (Model) 24 x 40 (Serial) (Length)

This power is coupled with an interest and shall be irrevocable for as long as I/we remain indebted to FIRST MANUFACTURED HOUSING CREDIT CORPORATION, Baltimore, Maryland, for any portion of the purchase price of said mobile home/vehicle pursuant to that contract pertaining to the said purchase price which I/we have executed this 19th day of December, 19 85.

Lucille Baxter (Buyer) Steven Loftis (Buyer)

Lucille Baxter (Buyer) (Buyer)

Sworn to and subscribed before me this 19th day of December, 19 85

Charles M. Shroyer, III (Notary Public)

[Signature] (Unofficial Witness)

SCHEDULE A

This financing statement covers the following types (or items) of property:

All inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment and fixtures, present and future, used or intended for use in conjunction therewith and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with proceeds thereof, now existing or hereafter acquired, including but not limited to any such property returned to or repossessed by the Debtor. Inventory includes but is not limited to mobile homes, modular homes, motor homes, travel trailers, camper units, other recreational vehicles and boats.

Any and all proceeds, now existing or hereafter acquired, of any and all chattel paper and/or retail installment contracts, now existing or hereafter acquired from the Debtor, including but not limited to accounts, claims, choses in action, contract rights, accounts receivable, general intangibles, money and rights of set-off and proceeds of the foregoing.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192325
RECORDED IN LIBER 332 FOLIO 430 ON 2-6-75 (DATE)

1. DEBTOR

Name THE BAY AREA CORPORATION
Address 539 RITCHIE HWY, SEVERNA PARK, MD. 21146

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
<p>AMENDMENT TO SECURED PARTY ADDRESS: THE GOODYEAR TIRE & RUBBER COMPANY P.O. BOX 6762 SOMERSET, N.J. 08875 ATTN: CREDIT DEPT.</p>	

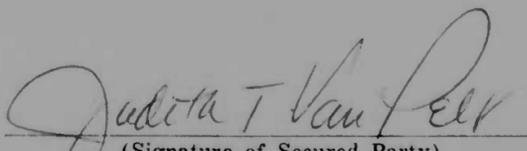
RECORD FEE 10.00
POSTAGE .50
#196840 C777 R03 115:19
09/29/88

CS


(Signature of Debtor)

Dated 9/16/88

THE BAY AREA CORPORATION


(Signature of Secured Party)

THE GOODYEAR TIRE & RUBBER COMPANY

Type or Print Above Name on Above Line

10.00

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) M & M Amusements, Inc Address(es) 325 Roesler Rd, Glen Burnie, Md 21061

RECORD FEE 11.00
 POSTAGE .50
 #196860 C777 R03 715:20

6. Secured Party
Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md 21061
 Attention: Louis Wilner

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference:

M & M Amusements, Inc (Seal)
Larry J. Wilner - Pres (Seal)
Larry J. Wilner (Seal)

Secured Party
Willow Enterprises, Inc (Seal)
Louis Wilner
 Type name and title
Louis Wilner - Sec Treas
Assignee - Firestone Financial Corp
38 Glen Ave, Newton Center, Mass
02159

11/50

SCHEDULE A

This Schedule A is attached to and made a part of a
installment contract dated Sept 27, 1988 between M & M Amusements, Inc
(Buyer) and Willow Enterprises, Inc (Seller)

- 2 S.N.K. POW Video Games-1079-1084
- 2 New Rowe Music Boxes R92-1050079-1050113
- 3 Williams Gold Mine Shuffles 22259-22274-22287
- 3 New Wurlitzer 1015 Music Boxes 39824-39846-39877

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272733

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Defense Hwy 450 & 178 Annapolis, Maryland 21401

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address P.O. Box 1680 500 DiGiulian Blvd Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list) _____

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
#196890 C777 R03 T15:22
09/29/88

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Baldwin Service Center, Inc.
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17.50

**FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")**

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

LEASE NO.
1-999B-C-02-06043-2

500 DiGiulian Blvd., Glen Burnie, Md.

301-761-7100

800* 532 PAGE 487

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Baldwin Service Center, Inc.
Defense Hwy. 450 & 178
Annapolis, Maryland 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

ADP Dealer Services
P.O. Box 752008
Cincinnati, Ohio 45275

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

EQUIPMENT
LEASED

See Schedule "A" attached hereto and made a part hereof for description of equipment.

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY:

COUNTY:

STATE:

FOR INITIAL TERM OF THIS LEASE

AFTER INITIAL TERM

AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 2,517.09 (PLUS SALES TAX, IF APPLICABLE)	42	\$ 105,717.78 (PLUS SALES TAX IF APPLICABLE)	42 MONTHS	\$ -0- (EXCLUSIVE OF ANY SALES TAX)	\$ -0- PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or November 5, 1988 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.
- Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, MarylandDATE EXECUTED BY LESSEE: September 23, 1988DATE: September 23, 1988

LESSOR:

LESSEE: Baldwin Service Center, Inc.

FULL LEGAL NAME



FIRST INTERSTATE CREDIT ALLIANCE, INC.

BY: Rhoda L. Baldwin, Chrm.

AUTHORIZED SIGNATURE

TITLE

BY: LARRY F. KIMMEL, ADMIN. V.P.

VICE PRESIDENT

BY: _____

AUTHORIZED SIGNATURE

TITLE

LEASE COPY

5

acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:
First Interstate Credit Alliance, Inc.Purchaser, Mortgagor or Lessee:
Baldwin Service Center, Inc.

By: _____

By: Rhoda L. Baldwin

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery, installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any ITC indemnification (as defined below) attributable to the equipment; and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any moneys paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within 15 days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions) but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment), Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York, and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L S) _____(L S)
(Guarantor) (Guarantor)
_____(L S) _____(L S)
(Guarantor) (Guarantor)

532 PAGE 488

DUCK

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 23 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Printing Terminal plus Maintenance and Support Equipment	32LQ	0300737EQ01
One (1)	New ADP Series 600 To Series 8500 Conversion Consisting of: 60 MB Winchester Disk 768 K Parity Mos Memory 22 User Ports 1 Maintenance Port 1 1/4" Streaming Tape Drive 1 120V Power Line Conditioner 1 Starter Kit & System Installation 1 extended Power Supply Module 6 200 LCC Cable / 2 Connectors 40 Magnetic Tape Cartridges		
One (1)	ADP Series 8500 20MB Disk Expansion (O/L Master)		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:
First Interstate Credit Alliance, Inc.

Purchaser, Mortgagor or Lessee:
Baldwin Service Center, Inc.

By: _____

By: _____

Anne Arundel Co
C-02-06048-1

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274731

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
do not indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Delivery Services, Inc.
Address 291 Wilderness Road Severna Park, Maryland 21146

RECORD FEE 17.00
POSTAGE .50
#196900 C777 R03 715:23
09/29/88

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680 500 DiGiulian Blvd
Glen Burnie, Md 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Delivery Services, Inc.
See attached for original signature

(Signature of Debtor)

First Interstate Credit Alliance, Inc.

Type or Print Above Name on Above Line

(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

17.00

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. ("Seller")

FROM: Delivery Services, Inc. ("Buyer")

1800 sulphur Spring Rd. Baltimore, MD 21227 (Address of Seller)

792 Martin Court West Severn, MD 21144 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) New 1988 International Harvester Model 1654 Cab & Chassis, S/N 1HTLAZR7JH571572 w/20' Van & Body

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$26,747.05), DOWN PAYMENT In Cash (\$2,674.70), DOWN PAYMENT In Goods (Trade-In Allowance) (\$-0-), UNPAID BALANCE [Items (1) - (2) - (3)] (\$24,072.35), INSURANCE and other Benefits (\$-0-), OFFICIAL or DOCUMENTARY FEES (\$150.00), PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] (\$24,222.35), FINANCE CHARGE (Time Price Differential) (\$6,977.65), CONTRACT PRICE (Time Balance) [Items (7)+(8)] (\$31,200.00), TIME SALES PRICE [Items (2)+(3)+(9)] (\$33,874.70).

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

792 Martin Court West Severn Anne Arundel Maryland (Street and Number, City, County, State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty one thousand two hundred and 00/100 Dollars (\$31,200.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 26th day of October, 19 88, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 650.00 and the final installment being in the amount of \$ 650.00 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whether or not the same are then due.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 23, 19 88

BUYER(S)-MAKER(S):

Accepted: Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)

Delivery Services, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: James J. Smith 5/1 (Witness as to Buyer's and Co-Maker's Signature)

By: Lee Allen, Pres. (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

and to redeem the property it repossessed for default and require under certain conditions a resale of the property if repossessed.

Handwritten initials and a circular stamp.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such confession is prohibited by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-thirtieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN ON THEIR LAST ADDRESS KNOWN TO HOLDER BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED BY BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature of Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 23, 1988

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee and Delivery Services, Inc. 792 Martin Court West, Severn, MD 21144 (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same. We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 32,200.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of September, 19 88.

Beltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: James J. Henkel 5/7

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KATHLEEN A. HARRIGAN Harwood
Address 9 Trails End XXXXXX MD XXXX 20776

2. SECURED PARTY

Name GREEN TREE CONSUMER DISC. CO.
Address P.O. BOX 18306
PITTSBURGH, PA 15236

RECORD FEE 11.00
POSTAGE .50
#198910 C777 R03 115:24
09/29/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 COMMODORE HOME SYSTEMS 14 X 70 SERIAL # CI7510A
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO,
THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT.

Name and address of Assignee
GREEN TREE CONSUMER DISCOUNT COMPANY
300 WEYMAN PLAZA SUITE 480
PITTSBURGH, PA. 15236

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

KATHLEEN A. HARRIGAN
Type or Print Above Name on Above Line

Kathleen A. Harrigan
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

GREEN TREE CONSUMER DISC. CO.

Type or Print Above Signature on Above Line

11/30

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 463 Page No. 235
Identification No. 247923 Dated 6/16/83

1. Debtor(s) { Maryland Industrial Trucks, Incorporated
Name or Names - Print or Type
8232 Telegraph Road, Odenton, Maryland 21113
Address - Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, National Association
Name or Names - Print or Type
100 S. Charles Street, Baltimore, Maryland 21201
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#196920 0777 R03 T15:26
09/29/88

Dated: September 23, 1988

Equitable Bank, National Association
(Name of Secured Party)

Louis J. Noppenberger
(Signature of Secured Party)

Louis J. Noppenberger, Banking Officer
Type or Print (Include Title if Company)

11500

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 450 Page No. 242
Identification No. 242760 Dated 6/1/82

1. Debtor(s) { Maryland Industrial Trucks, Inc.
Name or Names - Print or Type
8232 Telegraph Road, Odenton, Maryland 21113
Address - Street No., City - County State Zip Code

2. Secured Party { The Equitable Trust Company
Name or Names - Print or Type
100 South Charles Street, Baltimore, Maryland
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#196930 C777 R03 115426
09/29/88

Dated: September 23, 1988

The Equitable Trust Company
(Name of Secured Party)

Louis J. Noppenberger
(Signature of Secured Party)

Louis J. Noppenberger, Banking Officer

Type or Print (Include Title if Company)

1550

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 470 Page No. 305
Identification No. 250815 Dated 2/8/84

1. Debtor(s) { Maryland Industrial Trucks, Incorporated
Name or Names - Print or Type
8232 Telegraph Road, Odenton, Maryland 21113
Address - Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.
Name or Names - Print or Type
100 S. Charles Street, Baltimore, Maryland 21201
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#196940 0777 R03 T15:26
09/29/88

Dated: September 23, 1988

Equitable Bank, N.A.
(Name of Secured Party)
Louis J. Noppenberger
(Signature of Secured Party)

Louis J. Noppenberger, Banking Officer
Type or Print (Include Title if Company)

1650

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 77
Identification No. 253942 Dated 9/25/84

1. Debtor(s) { Maryland Industrial Trucks, Incorporated
Name or Names - Print or Type
719 T Hammonds Ferry Road, Linthicum, Md. 21090
Address - Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.
Name or Names - Print or Type
100 S. Charles Street, Baltimore, Maryland 21201
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#196950 C777 R03 T15#26
09/29/88

Dated: September 23, 1988

Equitable Bank, N.A.
(Name of Secured Party)

Louis J. Nonnenberger
(Signature of Secured Party)

Louis J. Nonnenberger, Banking Officer
Type or Print (Include Title if Company)

150

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 423 Page No. 4
Identification No. 231434 Dated 3/380

1. Debtor(s) { Maryland Industrial Trucks, Incorporated
Name or Names - Print or Type
8232 Telegraph Road, Odenton, Maryland 21113
Address - Street No., City - County State Zip Code

2. Secured Party { The Equitable Trust Company
Name or Names - Print or Type
Calvert and Fayette Streets, Baltimore, Md. 21202
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#196960 C777 R03 T15#26
09/29/88

Dated: September 23, 1988

The Equitable Trust Company
(Name of Secured Party)
Louis J. Noppenberger
(Signature of Secured Party)

Louis J. Noppenberger, Banking Officer
Type or Print (include Title if Company)

15.00

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 9/13/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Band, Lavis & Associates, Inc.
Address 900 Ritchie Highway, Suite 203, Severna Park, MD 21146

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 13.00
POSTAGE 50
#197010 C777 R03 115:29

3. Maturity date of obligation (if any) _____ 09/29/88

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.
Various computer equipment on attached Schedule A.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Band, Lavis & Associates, Inc.

[Signature] First Maryland Leasecorp
(Signature of Debtor)

David R. Lavis, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

W.R. Brown, Asst. Vice President
Type or Print Above Signature on Above Line

1350

Main Computer

ALTOS 1409T S/N 1243575
 LPI-FORTRAN S/N SML20-24
 SCO Professional S/N SMS32-258
 UNIX 5.3 S/N SMU32-1080
 UNIX Development S/N SMU-34-595

80387 Math Coprocessor
 OKIDATA Serial Interace

Library/Business Computer (WYSE 2108)

CDC 40 Meg 28 Ms Hard Drive S/N SMO-12B3460

Finite Elements Computer (WYSE 386)

2 Meg RAM Expansion Plus Board
 VGA Monitor and Board S/N 58269519

<u>Quantity</u>	<u>Description</u>	<u>s/n</u>
1	NBI 5000S, Base System	TD0267003
1	NBI 5000S, Base System	TD0487006
2	NBI Drive Module, 40MB, 5000S	
2	NBI CRT Module, Gray, IWS	
2	NBI EQS, 5000S	
2	NBI Design Graphics, 5000S	
1	NBI Spell, 5000S	
1	NBI S/W Pkg, Chart Graphics, 5000S	
1	NBI S/W Pkg, Spreadsheet, 5000S	
2	NBI OPT, Prtr I/F, H/W, 5000S	
1	Apple Laserwriter Kit includes:	
1	[Prtr, Laserwriter w/toner (Manufacturer # APPM0160)	
1	Data Switch, Ser, 24 Wire (Manufacturer #GIL5200)	
1	2WA Toner, HP (Manufacturer #H-P92285A)	
1	Apple Laser Ptr	F637228 LW
1	Disk Assy, 5000S 6.0 FONT (Manufacturer #NBIA00707)]	
1	CBL ASY, IWS/Apple SR 20' (Manufacturer #SWDS690818)	
13	AT&T Refurbished 10BTN desk touchtone telephones	
1	AT&T Refurbished 10BTN Wall touchtone telephone	
1	AT&T 620 Panel	
1	AT&T 79B Power Supply	79B5
2	AT&T Intercom Units	

X

[Handwritten signature]

System Unit

386 computer with Intel system board s/n ELT386I168712113
1.2 MB floppy drive, 4MB additional RAM, 80387 math co-processor, Serial/
Parallel port 40MB hard disk

Peripherals

Monochrome monitor s/n 085863 and adapter, Iomega 10/ 10 Dual Cartridge Drive
for hard disk and tape back-up system s/n 07548, Hitachi 15" x 15" Digitizer
with 12-button cursor s/n Q11233B039, Orchid Turbo PGA card and 19" monitor
s/n L302402, Plotstation s/n 81007222, cables, (6) 10MB cartridges, Surge Protector
s/n 001671, Calcomp 1043 s/n 735C013

Software

AutoCAD Release 9 s/n 10-131229, AutoShade s/n 10-129335, CADapult Menu
System, CADapult Generic Database, CADapult Object Database, DOS 3.3
80X0735 and 80X0929, QEMM-386 Memory Management Software s/n 444815

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 9/ /88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
POSTAGE .50
#197020 0777 R03 715:30
09/29/88

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.
One (1) new 1988 MCI Model 102A3 Intercity Coach
S/N 1TUFCH8A9JR006633.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers' Bus Service, Inc.

William J. Hubers
(Signature of Debtor)

William J. Hubers, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown - Asst. V.P.
(Signature of Secured Party)

W. R. Brown, Asst. Vice President
Type or Print Above Signature on Above Line

1150

Butler Leasing Company

532 PAGE 504

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. 274756

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):

Omega Disposal, Inc.

344 Marley Neck Rd.
Glen Burnie, Md. 21061

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR: **Commercial/Consumer Loan Dept.
FIRST ANNAPOLIS SAVINGS BANK, FSB
1832 George Avenue
Annapolis, Maryland 21401**

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

1 40 Yard Refuse Container s/n 54901
3 30 Yard Trash Containers s/n's 54937
54903
54906

RECORD FEE 11.00
POSTAGE .50
#197030 C777 R03 T15:30
09/29/88

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: same

LESSEE (DEBTOR):
Omega Disposal, Inc.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Roger Weaverling
ROGER WEAVERLING PRESIDENT
PRINT NAME & TITLE

BY: Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274738

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRANCH ELECTRIC SUPPLY COMPANY
Address 601-603 Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY

Name MELLON BANK, N.A.
Asset Based Lending Division, One Mellon Bank Center, Rm 4942
Address Pittsburgh, PA 15258 Attn: Fred P. Griffin
Marie C. Marinelli, Legal Assistant, Kirkpatrick & Lockhart
1500 Oliver Building, Pittsburgh, PA 15222
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#191090 CTTT R03 T1533
09/29/99

Name and address of recording office

All present and future right, title and interest in and to all the personal property of the Debtor, whether now or hereafter existing or acquired and wherever located, including, without limitation all inventory, accounts, general intangibles, chattel paper, fixtures and equipment, guaranties, products and proceeds as further described on Attachment A attached hereto.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(X) (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
601-603 Chinquapin Round Road
Annapolis, MD 21401
Anne Arundle County
Record Owner: Lincoln Park Ltd Partnership
(X) (Proceeds of collateral are also covered)
(X) (Products of collateral are also covered)

(Signature of Debtor)

BRANCH ELECTRIC SUPPLY COMPANY
Type or Print Above Name on Above Line

(Signature of Debtor)

Charles Steiner, Chairman

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Fred P. Griffin, MELLON BANK, N.A.

Type or Print Above Signature on Above Line

11.00

ATTACHMENT A
TO
UCC-1 FINANCING STATEMENT

DEBTOR:

BRANCH ELECTRIC SUPPLY COMPANY
601-603 Chinguapin Round Road
Annapolis, MD 21401

SECURED PARTY:

MELLON BANK, N.A.
Asset Based Lending Division
One Mellon Bank Center, Rm 4942
Pittsburgh, PA 15258
Attn: Fred P. Griffin

CONTINUATION OF ITEM NUMBER 4:

All present and future right, title and interest in and to all the personal property of the Debtor, whether now or hereafter existing or acquired and wherever located, including, without limitation: (i) all inventory (including returned or repossessed goods), accounts, open accounts, general intangibles, documents, chattel paper, instruments, notes, drafts, letters or advices of credit, receivables, other amounts owing to Debtor, fixtures and equipment, whether or not they arise or are acquired in the ordinary course of Debtor's business; (ii) all guaranties, claims, rights, remedies and privileges relating to any of the foregoing; and (iii) all products and proceeds of the foregoing (including, without limitation, any and all insurance policies and proceeds, but not including life insurance policies and proceeds).

FINANCING STATEMENT FORM UCC-1

Identifying File No. 274739

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. X

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRANCH ELECTRIC SUPPLY COMPANY
Address 7222 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name MELLON BANK, N.A.
Address Asset Based Lending Division, One Mellon Bank Center, Rm 4942 Pittsburgh, PA 15258 Attn: Fred P. Griffin
Marie C. Marinelli, Legal Assistant, Kirkpatrick & Lockhart 1500 Oliver Building, Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#197090 C777 R03 T15 33
08/29/88

All present and future right, title and interest in and to all the personal property the Debtor, whether now or hereafter existing or acquired and wherever located, including, without limitation all inventory, accounts, general intangibles, chattel paper, fixtures and equipment, guaranties, products and proceeds as further described on Attachment A attached hereto.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
XX (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
7222 Ritchie Highway
Glen Burnie, MD 21061
Anne Arundle County
Record Owner: Roland & Theresa Musselman
XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

(Signature of Debtor)
BRANCH ELECTRIC SUPPLY COMPANY
Type or Print Above Name on Above Line
Charles Steiner, Chairman
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Fred P. Griffin, MELLON BANK, N.A.
Type or Print Above Signature on Above Line

11.50

ATTACHMENT A
TO
UCC-1 FINANCING STATEMENT

DEBTOR:

BRANCH ELECTRIC SUPPLY COMPANY
7222 Ritchie Highway
Glen Burnie, MD 21061

SECURED PARTY:

MELLON BANK, N.A.
Asset Based Lending Division
One Mellon Bank Center, Rm 4942
Pittsburgh, PA 15258
Attn: Fred P. Griffin

CONTINUATION OF ITEM NUMBER 4:

All present and future right, title and interest in and to all the personal property of the Debtor, whether now or hereafter existing or acquired and wherever located, including, without limitation: (i) all inventory (including returned or repossessed goods), accounts, open accounts, general intangibles, documents, chattel paper, instruments, notes, drafts, letters or advices of credit, receivables, other amounts owing to Debtor, fixtures and equipment, whether or not they arise or are acquired in the ordinary course of Debtor's business; (ii) all guaranties, claims, rights, remedies and privileges relating to any of the foregoing; and (iii) all products and proceeds of the foregoing (including, without limitation, any and all insurance policies and proceeds, but not including life insurance policies and proceeds).

271710

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 9-26-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jonathan J. Reid
Address 93 Lyons Creek, Lothian, Maryland 20711

2. SECURED PARTY

Name Lusby Motor Company
Address P.O. Box 810, Prince Frederick, Md. 20678

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
#187620 C777 R03 T16:24
09/29/88

3. Maturity date of obligation (if any) April 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

- 1- #175 John Deere Lawn Tractor M00175X479522
- 1- Rear Bagger

The seller (secured party) has assigned his rights hereunder to:
John Deere Company- 701 Georgesville Road, Columbus, Ohio 43228-2499.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Jonathan J. Reid
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maurice T. Lusby (President)
Type or Print Above Signature on Above Line

Clerk of the Circuit Court
Anne Arundel County
P.O. BOX 71
ANNAPOLIS, MD 21404

BOOK 532 PAGE 510

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 261419

Record Reference: Liber 497 Folio 151

Date of Filing: Apr. 21, 1986

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Odenton Shell Servicenter, Inc.

1144 Annapolis Road
Odenton, Maryland 21113

RECORD FEE 10.00
POSTAGE .50
#197630 C777 R03 T16#25
09/29/88

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: September 21, 1988

By: *Marilyn F. Horton*

Marilyn F. Horton
Assistant Vice President

Type or print all names
and titles under signatures.

ILD-121-3M

150

313
CHATEL

BOOK 532 PAGE 511

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: S & S IMPORTS, INC. (Name or Names - Last Name First)

1651 Crofton Boulevard, Building 12, Crofton, MD 21114
(Address)

2. SECURED PARTY: **MADISON NATIONAL BANK**
1730 M Street, N.W.
Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Receivables. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

4. Proceeds of collateral are covered hereunder: YES NO

RECORD FEE 11.00

5. Products of collateral are covered hereunder: YES NO

POSTAGE .50

6. Filed with: Clerk, Circuit Court Anne Arundel County, Maryland 277910 0345 R01 T10:37

7. RETURN TO: **MADISON NATIONAL BANK**

Dated this 29th day of September, 19 88

09/30/88

DEBTOR:
S & S IMPORTS, INC.

SECURED PARTY:
MADISON NATIONAL BANK

By: [Signature]
(Name)

BY: [Signature]
(Name)

Name:
President
(Title)

Cheryl Beebe
Assistant Vice President
(Title)

2-13
CHattel

E704457M

BOOK 532 PAGE 512

274712

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/- Financing Records.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: S & S IMPORTS, INC.
(Name or Names - Last Name First)

3 Severn Court, Annapolis, Maryland 21403
(Address)

2. SECURED PARTY: **MADISON NATIONAL BANK**
 1730 M Street, N.W.
 Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Receivables. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

4. Proceeds of collateral are covered hereunder: YES NO

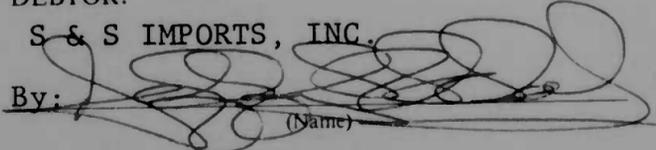
5. Products of collateral are covered hereunder: YES NO

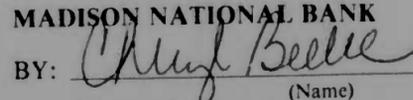
6. Filed with: Clerk, Circuit Court Anne Arundel County, Maryland

RECORD FEE 11.00
 POSTAGE .50
 1377920 0345 R01 T10:37
 09/30/88

7. RETURN TO: **MADISON NATIONAL BANK**

Dated this 29th day of September, 19 88

DEBTOR:
S & S IMPORTS, INC.
 By: 
(Name)
President
(Title)

SECURED PARTY:
MADISON NATIONAL BANK
 BY: 
(Name)
Cheryl Beebe
Assistant Vice President
(Title)

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 9/26/88 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Hose & Coupling Corporation
Address 152-B Blades Lane, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address 409 Washington Avenue, Towson, Maryland 21284
Attention: Mark C. Wagner, Vice President
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
#197660 6777 R03 710:11
09/30/88

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property; (list)

All of the debtor's right, title and interest in and to all the debtor's accounts, chattel paper, documents, general intangibles, instruments and inventory, wherever located, whether now owned or hereafter acquired by the debtor, together with all replacements or substitutions and renewals thereof, and together with all records relating to the above collateral. The terms used above to describe the collateral shall have the same respective meanings as are given to those terms in Title IX of the Commercial Law Article of the Annotated Code of Maryland, as amended.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Eugene L. O'Brien (Signature of Debtor)
EUGENE L. O'BRIEN - PRESIDENT
American Hose & Coupling Corporation
Type or Print Above Name on Above Line

Mark C. Wagner (Signature of Secured Party)
Mark C. Wagner, Vice President
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES): Koons Ford of Annapolis, Inc 2540 Riva Rd. Annapolis, Md. 21401	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
--	---

RECORD FEE 10.00
POSTAGE .50
#197740 0777 R03 T10:34
09/30/88

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 1D-105480 - LIBER 167 PAGE 19 Dated: 10/14/69

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	---

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

4. This transaction is exempt from the Recording Tax.
Filed with: Clerk of Circuit Court, Annapolis Md.

Dated: 9/28, 1988
By: P. E. Oswald (NAME OF SECURED PARTY)
Ford Motor /Credit Co.
P. E. Oswald, Asst. Br. Mgr.

F M C C
JUN 65 7288-M (MARYLAND ONLY)

1550

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES): Bob Bell Ford 7165 Ritchie Highway Glen Burnie Maryland 21061	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 10 291161 BOOK 521 PAGE 181 Dated: 12/23/81

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	--

RECORD FEE 10.00
POSTAGE .50
#197750 C777 R03 T10:35
09/30/82

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

4. This transaction is exempt from the Recording Tax.
Filed with: Clerk of Circuit Co - Ann Arundel Co

Dated: 9/28, 1988
Ford Motor /Credit Co.
(NAME OF SECURED PARTY)
By: P. E. Oswald, ABM
P. E. Oswald, Asst. Br. Mgr.

F M C C JUN 65 7288-M (MARYLAND ONLY)

158

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES): Bob Bell Ford 7165 Ritchie Highway Glen Burnie Maryland 21061	2. SECURED PARTY(IES) AND ADDRESS(ES): Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
--	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 10 243749 LIBER 452 PAGE 470 Dated: 8/13/82

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	--

RECORD FEE 10.00
POSTAGE .50
#197760 C777 R03 110:35
09/30/88

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

4. This transaction is exempt from the Recording Tax.

Filed with: Clerk of Circuit Court - Anne Arundel Co

Dated: 9-28, 1988
By: P. E. Oswald, ABM
Ford Motor /Credit Co.
(NAME OF SECURED PARTY)
P. E. Oswald, Asst. Br. Mgr.

F M C C
JUN 65 7288-M (MARYLAND ONLY)

15.0

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Bob Bell Ford 7165 Ritchie Highway Glen Burnie Maryland 21061	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 10 249625 LIBER 467 PAGE 295 Dated: 1/7/83

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	--

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

RECORD FEE 10.00
POSTAGE GK .50
#197770 C777 R03 T10:35
09/30/88

4. This transaction is exempt from the Recording Tax.

Filed with: Clerk of Circuit Court - Anne Arundel Co

Dated: 9/28, 19 88

By: P. E. Oswald, ABM
Ford Motor /Credit Co.
(NAME OF SECURED PARTY)
P. E. Oswald, Asst. Br. Mgr.

F M C C JUN 65 7288-M (MARYLAND ONLY)

16.0

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Aljan, Inc. 7145 Ritchie Highway Glen Burnie, Md. 21061	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
3. This statement refers to original Financing Statement No. ID 253214 BOOK 476 PAGE 209 Dated: 8/10/84

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	---

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

RECORD FEE 10.00
POSTAGE CK .50
#197780 C777 R03 T10:36
09/30/88

4. This transaction is exempt from the Recording Tax.
Filed with: Clerk of Circuit Court - Anne Arundel Co.

Dated: 9/28, 1984
By: P. E. Oswald, Asst. Br. Mgr.
Ford Motor /Credit Co.
(NAME OF SECURED PARTY)

106

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST, ADDRESS(ES)) Mays Ride-A-Day Service, Inc 7633 Baltimore & Annapolis Blvd Route 648 Glen Burnie, Md. 21061	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Md. 21224
---	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 10 272671 BOOK 526 PAGE 361 Dated: 5/5/88

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	--

Amendment: Change Secured party address to:
5020 Campbell Blvd.
Baltimore, Md. 21236

RECORD FEE 10.00
POSTAGE .50
#197790 0777 R03 110:36
09/30/88

4. This transaction is exempt from the Recording Tax.

Filed with: Clerk of Circuit Court - Anne Arundel Co

Dated: 9/28, 1988
By: P. E. Oswald, Asst. Br. Mgr.
Ford Motor /Credit Co.
(NAME OF SECURED PARTY)

F M C C JUN 65 7288-M (MARYLAND ONLY)

1550

- () TO BE RECORDED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
- (X) TO BE FILED IN THE FINANCE RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- () TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

DATED: September 23rd, 1988

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Name of Debtor: ROSE OF ANNAPOLIS LIMITED PARTNERSHIP, a Maryland Limited Partnership

Address of Debtor: c/o Rose-South Annapolis Realty, Inc. P.O. Box 40 8353 Cherry Lane Laurel, Maryland 20707

Name of Secured Party: N.M. ROTHSCHILD & SONS LIMITED

Address of Secured Party: New Court, St. Swithin's Lane London, England ED4P 4DU

I. This Financing Statement covers the following types (or items) of property:

(a) any and all property now or hereafter belonging or pertaining to any of the real estate described in Exhibit A attached hereto (the "Land") and other property herein mentioned;

(b) Any additional or other interest in the Land that the Grantor may hereafter acquire; and

(c) All of the Debtor's right, title and interest in and to all buildings and improvements, and any modifications, additions, restorations or replacements of the whole or any part thereof, now or hereafter constructed or existing on the Land, together with all landscaping and related amenities and facilities, equipment, apparatus,

RECORD FEE 179.00
.50
#378000 0345 801 711439
09/30/88

Handwritten initials: 1729

machinery and fixtures of any kind or character forming a part thereof and any modifications, additions, restorations or replacements of the whole or any part thereof (all of which are hereinafter referred to as the "Improvements"); and

(d) All of the Debtor's right, title and interest as landlord (whether named as such therein or by assignment or otherwise) in all leases, if any, of the Land or any portion thereof or of any space in the Improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals and extensions thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits, income and other benefits of the Land and the Improvements (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of said leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the Land and the Improvements or any part thereof; and

(e) All personal property, tangible or intangible, and all fixtures, building and other materials intended for construction, alteration and repair, now or hereafter owned, constructed or acquired by the Debtor, now or hereafter located on or in any way belonging, relating or pertaining to the Land or the Improvements, and all extensions, additions, renewals, substitutions and replacements thereof, including, without limitation, all contracts, permits, licenses, approvals, development rights, authorizations, plans and specifications, architectural drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, anti-theft, refrigerating, ventilating and communications apparatus, fuel, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, boilers, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said

premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(f) All contracts, and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Grantor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect the proceeds thereof; and

(g) All right, title and interest of the Debtor in and to all streets, roads, alleys, ways, tenements, hereditaments, passages, waters, water rights, water courses, riparian rights, air rights, solar rights and public places, opened or proposed, and all easements, accessions, rights and appurtenances, now or hereafter used in connection with, or belonging or appertaining to, the Land or the Improvements, and all contract rights, general intangibles and actions or rights of action in any way relating to the Land or the Improvements; and

(h) All additions, accessions and appurtenances to the foregoing, and all products and proceeds thereof and replacements and substitutions therefor, including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of any taking, and all insurance proceeds, together with all amounts received by the trustees (as referenced below), or due and payable to such trustees or the Secured Party pursuant to the Deed of Trust, as that term is defined below.

II. The above-described goods, property, interest and rights are located at or relate to the Land and the Improvements now or hereafter existing thereon, situate, lying and being in Anne Arundel County, Maryland.

III. This Financing Statement publicizes the Indemnity Deed of Trust, Assignment of Rents and Leases and Security Agreement (the "Deed of Trust") dated as of even date herewith, executed by Debtor in favor of the trustees

named therein for the benefit of the Secured Party, securing a debt in the amount of Nine Million Dollars (\$9,000,000) to the Secured Party, and recorded among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

Debtor:

ROSE OF ANNAPOLIS LIMITED PARTNERSHIP

WITNESS/ATTEST

Dan Shuf

WITNESS/ATTEST

[Signature]

By: Rose-South Annapolis Realty, Inc. General Partner

By: *[Signature]*
Title: VP

By: Lovell Land (America), Inc. General Partner

By: *[Signature]*
Title: VICE PRESIDENT



2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 30, 1987

DESCRIPTION OF 49.2576 ACRES (NET TOTAL)
GREENWALD TRACT
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

FIRST

BEGINNING at a shell stone found at the terminous of the last or South $06^{\circ} 41''$ East 2404.75 feet deed line of the parcel first described in a deed dated November 30, 1986 from Melvin Greenwald and Bettie K. Greenwald, his wife, to Dundalk Gardens Apartments Corp., a Maryland Corporation and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2265 at folio 484; said stone being at the beginning of the first or North $04^{\circ} 59' 20''$ west 2404.87 feet deed line for Tract 6 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick) to Dundalk Gardens Apartments Corp., a Maryland Corporation, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1704 at folio 245; thence departing said stone so fixed as now described by Dewberry & Davis, Registered Professional Land Surveyors, with the meridian referenced to Maryland State Grid North

1. South $13^{\circ} 27' 49''$ West 114.73 feet to the northerly right-of-way line for Central Avenue, Maryland Route 214; thence binding on said right-of-way line in part, northwesterly 315.46 feet along the arc of a curve to the right having a radius of 1694.04 feet subtended by a chord bearing and distance
2. North $84^{\circ} 18' 35''$ West 315.00 feet; thence departing said right-of-way line
3. North $76^{\circ} 42' 37''$ East 349.23 feet to the point and place of beginning

CONTAINING 0.4464 acre of land, more or less.

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Manon, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 49.2576 ACRES
March 30, 1987
Page Two

SECOND

BEGINNING at a shell stone found as firstly described above; thence binding reversely with the North $76^{\circ} 42' 37''$ East 349.52 feet line as previously described by Dewberry & Davis, with meridian referenced to Maryland State Grid North

1. South $76^{\circ} 42' 37''$ East 349.52 feet intersecting the north right-of-way line for Central Avenue, Maryland Route 214; thence binding on said right-of-way lines, northwesterly 58.89 feet along the arc of a curve to the right having a radius of 1694.04 feet subtended by a chord bearing and distance
2. North $77^{\circ} 58' 45''$ West 58.89 feet; thence
3. North $76^{\circ} 58' 59''$ West 533.16 feet to a point intersecting the centerline of Welches Branch as now located; thence binding on, about or near, the centerline of said Branch in a northerly or northeasterly direction as now located
4. North $11^{\circ} 01' 09''$ East 101.20 feet; thence
5. North $05^{\circ} 44' 48''$ West 186.02 feet; thence
6. North $34^{\circ} 57' 04''$ West 92.90 feet; thence
7. North $37^{\circ} 44' 34''$ East 82.31 feet; thence
8. North $66^{\circ} 23' 30''$ West 83.94 feet; thence
9. North $46^{\circ} 44' 17''$ West 147.50 feet; thence
10. North $37^{\circ} 24' 25''$ West 180.77 feet; thence
11. North $12^{\circ} 19' 23''$ West 174.19 feet; thence
12. North $44^{\circ} 07' 37''$ West 81.79 feet; thence
13. North $16^{\circ} 18' 27''$ East 76.83 feet; thence
14. North $06^{\circ} 14' 35''$ West 152.33 feet; thence
15. North $21^{\circ} 10' 01''$ West 102.99 feet; thence
16. North $13^{\circ} 35' 29''$ East 158.22 feet; thence
17. North $46^{\circ} 49' 07''$ West 176.94 feet; thence
18. North $62^{\circ} 36' 07''$ East 202.73 feet; thence
19. South $79^{\circ} 38' 09''$ East 180.23 feet; thence binding along the shore line as located
20. North $86^{\circ} 13' 21''$ East 91.93 feet; thence
21. North $14^{\circ} 55' 53''$ East 93.14 feet; thence
22. North $67^{\circ} 52' 41''$ East 132.77 feet; thence

Dewberry & Davis



DESCRIPTION OF 49.2576 ACRES
March 30, 1987
Page Three

23. North $09^{\circ} 20' 51''$ West 246.27 feet; thence
24. North $25^{\circ} 09' 51''$ West 164.62 feet; thence
25. North $04^{\circ} 32' 31''$ East 214.67 feet; thence
26. North $56^{\circ} 51' 11''$ West 117.05 feet; thence
27. North $08^{\circ} 16' 33''$ East 55.58 feet; thence
28. North $87^{\circ} 18' 58''$ East 192.21 feet; thence
29. North $72^{\circ} 01' 18''$ East 158.75 feet; thence
30. South $78^{\circ} 58' 22''$ East 186.54 feet to a point in, at or near the center line of Welche's Branch and Marriots Branch; thence departing said branch
31. South $03^{\circ} 17' 49''$ West 118.45 feet; thence
32. South $37^{\circ} 12' 11''$ East 70.12 feet; thence binding on the first described South $06^{\circ} 41''$ East 2404.75 feet deed line
33. South $10^{\circ} 57' 11''$ East 2404.87 feet to the point and place of beginning

CONTAINING 48.2112 acres of land, more or less.

IN ALL 49.2576 acres of land net total, more or less.

BEING all of the land described in a deed dated November 30, 1966 from Melvin Greenwald and Bettie K. Greenwald, his wife, to Dundalk Gardens Apartments, Corp., a Maryland Corporation and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2265 at folio 484.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions of record.





2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 25, 1987

DESCRIPTION FOR 12.7267 ACRES
TRACT 1
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pipe found binding on the southwestern right-of-way line for old Mayo Road as shown on a plat entitled Tracts 1 and 7, Outline Survey, Steuart Estate and prepared by J. R. McCrone, Jr., Inc. and dated October, 1958, said iron pipe being at the end of the South $22^{\circ} 35' 10''$ East 282.07 feet line as shown on said plat; thence binding on said right-of-way line as now laid out and described by Dewberry & Davis, Registered Professional Land Surveyors, with meridian referenced to Maryland State Grid North

1. South $25^{\circ} 56' 25''$ East 302.07 feet; thence
2. South $22^{\circ} 34' 12''$ East 275.91 feet; thence
3. South $20^{\circ} 26' 40''$ East 58.18 feet to an iron pipe found; thence
4. South $70^{\circ} 10' 34''$ West 146.17 feet to a point binding on the northeastern right-of-way line for Central Avenue, Maryland Route 214 (80 feet wide) as located; thence binding on said right-of-way line
5. North $39^{\circ} 16' 26''$ West 1547.83 feet; thence
6. North $06^{\circ} 00' 40''$ East 142.13 feet; thence departing said right-of-way line for Central Avenue and binding on the southern right-of-way line for Mayo Road, Maryland Route 253 (50 feet wide)
7. North $50^{\circ} 43' 34''$ East 82.25 feet; thence northeasterly 187.79 feet along the arc of a curve to the left having a radius of 525.00 feet, subtended by a chord bearing and distance
8. North $40^{\circ} 28' 43''$ East 186.79 feet; thence
9. South $89^{\circ} 05' 55''$ East 115.23 feet; thence continuing on the right-of-way line for Old Mayo Road
10. South $29^{\circ} 31' 08''$ East 45.97 feet; thence

Fairfax, VA
Annapolis, MD
Baltimore, MD
Denville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Manon, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

Description for 12.7267 Acres

March 25, 1987

Page Two

11. South $33^{\circ} 51' 47''$ East 58.52 feet; thence
12. South $32^{\circ} 03' 55''$ East 666.71 feet; thence
13. South $28^{\circ} 32' 05''$ East 282.07 feet to the point and place of beginning.

CONTAINING 12.7267 acres of land more or less.

BEING all of the property as described as Tract 1 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick), as joint tenants, to Dundalk Gardens Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions including, but not limited to the following:

1. A Deed of Easement to Chesapeake and Potomac Telephone Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416 at folio 719.

Dewberry & Davis



September 24, 1988

DESCRIPTION OF 48.7164 ACRES
TRACT 2
STEUART ESTATEFIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pin found at the northeasternmost corner of the Steuart Estate, Tract 2 as shown on a Boundary Survey Plat for Tracts 2 and 6, Outline Survey prepared by J. R. McCrone, Jr., Inc. dated October 1958, said point being the southeast corner of the lands common to Charles M. Carlson, et al, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3482 at Folio 83, said point further binding on the westerly right-of-way line for Mayo Road (Maryland Route 253) Variable width; thence with the point of beginning so fixed and binding on said right-of-way in part, with meridian referenced to Maryland State Grid North, as described in accordance with a survey prepared by Dewberry & Davis

1. South 10° 14' 46" West, 84.90 feet to a point; thence departing said right-of-way
2. North 79° 45' 14" West, 210.00 feet to a point; thence
3. South 35° 05' 12" West, 218.28 feet to a point; thence
4. South 79° 09' 38" East, 300.12 feet to an iron pipe binding on the said right-of-way; thence binding on said right-of-way in part
5. South 10° 40' 32" West, 231.37 feet to a point; thence departing said right-of-way
6. South 87° 42' 45" West, 366.83 feet passing over an iron pipe found 4.01 feet from the beginning of said line; thence
7. South 08° 57' 42" West, 60.04 feet to a point; thence
8. North 87° 38' 56" East, 366.88 feet to a point binding on said westerly right-of-way, passing over an iron pipe found 5.63 feet from the terminus of said line; thence binding on said right-of-way in part
9. South 08° 59' 36" West, 337.44 feet to a point; thence
10. South 06° 38' 26" West, 413.24 feet to a point; thence
11. North 83° 03' 34" West, 5.00 feet to a point; thence
12. South 06° 56' 26" West, 307.47 feet to a point; thence

13. 362.99 feet along the arc of a curve deflecting to the right having a radius of 475.00 feet and a chord bearing and distance of South 28° 50' 00" West 354.22 feet to a point; thence
14. South 50° 43' 33" West, 82.25 feet to a point; thence
15. North 84° 33' 33" West, 142.09 feet to a point; thence binding on the northerly right-of-way line for Central Avenue (Maryland Route 214)
16. North 39° 15' 18" West, 205.04 feet to a point; thence
17. 1491.41 feet along the arc of a curve deflecting to the left having a radius of 1949.95 feet and a chord bearing and distance of North 61° 09' 58" West 1455.32 feet to a point; thence
18. North 83° 04' 38" West, 84.04 feet to a point; thence departing said right-of-way and binding on the southeasterly right-of-way line for Stepneys Lane
19. North 12° 08' 38" West, 97.15 feet to a point; thence
20. North 56° 55' 41" East, 21.00 feet to a point; thence
21. North 32° 57' 04" West, 3.40 feet to a point; thence
22. North 58° 42' 25" East, 1570.59 feet to a point; thence
23. North 59° 25' 45" East, 636.83 feet to a point; thence departing said right-of-way and binding on the line common to the said Carlson Property
24. South 55° 30' 54" East, 273.67 feet to the point of beginning.

CONTAINING 48.7164 acres of land, more or less.

SUBJECT TO any and all easements, rights-of-way and covenants of record or imposed by law.

AUGUST 30 1988

DESCRIPTION OF 147.7061 ACRES
TRACT 3
STEUART ESTATEFIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found marking the end of the North $44^{\circ} 27' 50''$ West 1984.30 feet line as shown on a plat entitled "PLAN OF WOODLAND BEACH" and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 8 as Plat No.8; thence running reversely with said plat line as shown on a plat entitled "ALTA/ACSM LAND TITLE SURVEY, STEUART ESTATE, TRACTS 3, 4 & 7" prepared in April 1987 by Dewberry & Davis

1. South $51^{\circ} 23' 38''$ East, 1987.10 feet to a point on the westerly side of Mayo Road (Md. Rte. 253); thence with the westerly side thereof
2. 53.32 feet along the arc of a curve deflecting to the right having a radius of 475.00 feet and a chord bearing and distance of South $02^{\circ} 33' 50''$ East 53.29 feet to a point on the northwesterly side of Stepney Lane; thence with the northwesterly side thereof
3. South $59^{\circ} 25' 45''$ West, 979.22 feet to a point; thence
4. South $58^{\circ} 42' 25''$ West, 1572.64 feet to a point; thence
5. North $32^{\circ} 57' 00''$ West, 6.26 feet to a point; thence
6. South $56^{\circ} 50' 31''$ West, 110.00 feet to a point; thence
7. South $77^{\circ} 02' 24''$ West, 192.79 feet to a point on the northerly side of Central Avenue (Md. Rte. 214); thence with the northerly side thereof
8. North $83^{\circ} 09' 29''$ West, 838.34 feet to a point; thence
9. North $28^{\circ} 37' 51''$ West, 154.93 feet to a point on the easterly side of Solomons Island Road (Md. Rte. 2); thence with the easterly side thereof
10. 857.78 feet along the arc of a curve deflecting to the right having a radius of 11419.16 feet and a chord bearing and distance of North $06^{\circ} 15' 45''$ East 857.58 feet to a point; thence
11. North $08^{\circ} 24' 52''$ East, 1621.22 feet to a point; thence leaving said Road and binding on the southwesterly and easterly lines of a conveyance to Parvilla Enterprises recorded among the Land Records of Anne Arundel County,

Maryland in Liber 2272 at Folio 41, and as shown on the aforementioned survey prepared by Dewberry & Davis

12. South 45° 01' 36" East, 435.87 feet to a point; thence
13. North 04° 43' 24" East, 306.05 feet to a point; thence leaving said conveyance to Parvilla Enterprises and binding on the easterly line of a 2.5937 acre tract of land conveyed to Russell S. Leitch, Trustee, recorded among the aforesaid Land Records in Liber 4613 at Folio 445, said 2.5937 acre tract being shown on a plat recorded among the aforesaid Land Records in Liber 4613 at Folio 445
14. North 04° 43' 24" East, 647.96 feet to a point; thence leaving said 2.5937 acre tract and binding on the southerly lines of a conveyance to W. Bryant and B. Fogel recorded among the aforesaid Land Records in Liber 4021 at Folio 464 and as shown on the aforementioned survey prepared by Dewberry & Davis
15. South 54° 29' 35" East, 204.24 feet to a point; thence
16. North 39° 16' 12" East, 142.52 feet to a point; thence
17. South 53° 47' 56" East, 1050.33 feet to the point of beginning.

Containing 6,434,076 square feet or 147.7061 acres of land.

SUBJECT TO any and all easements, rights of way and covenants of record or imposed by law.

BEING a part of the same land described in a conveyance from Federated Associates Limited Partnership and South Annapolis Properties Limited Partnership to Rose of Annapolis Limited Partnership by deed dated December 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4467 at Folio 238. See also a Confirmatory Deed recorded in Liber H.E.S. 4467, Folio 265.



2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 24, 1987

DESCRIPTION OF 0.8485 ACRE
TRACT 4
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pipe found binding on the northern right-of-way line for Central Avenue, Maryland Route 214 said pipe being the westernmost corner of the land shown as Tract 3B on a plat entitled Tract 3, Tract 3A and Tract 3B, outline Survey, Steuart Estate, prepared by J. R. McCrone, Jr., Inc. dated October 1958 said pipe also being at the terminous of the South $14^{\circ} 30'$ West 200.00 feet plat line for Lot 62 as shown on a plat entitled "Steuart Level" and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 26, Page 25 Plat Number 1335; thence departing said right-of-way and binding reversely with said line and passing over a fence post found 105.30 feet from the beginnig thereof as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

1. North $06^{\circ} 40' 01''$ East 200.00 feet; thence
2. South $85^{\circ} 11' 59''$ East 199.16 feet to intersection the western right-of-way line of Solomon's Island Road, Maryland Route 2; thence binding on said right-of-way line in part; southwesterly 79.81 feet along the arc of a curve to the left having a radius of 11,499.16 feet subtended by a chord bearing and distance
3. South $04^{\circ} 20' 03''$ West 79.81 feet; thence
4. South $33^{\circ} 30' 11''$ West 142.51 feet to the aforesaid right-of-way line for Central Avenue; thence binding on said right-of-way line in part
5. North $83^{\circ} 09' 29''$ West 137.97 feet to the point of beginning

CONTAINING 0.8485 acre of land.

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 0.8485 ACRE
March 24, 1987
Page Two

BEING all of the land described as Tract 4 in a deed dated October 23, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick), Joint Tenants to Dundalk Garden Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions including but not limited to the following:

1. Easement as shown on State Road Commission of Maryland Plat No. 6859.
2. Easement to Chesapeake and Potomac Telephone Company of Maryland recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416 at folio 719.





Architects
Engineers
Planners
Surveyors

2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 25, 1987

DESCRIPTION OF 18.7015 ACRES OF LAND
TRACT 5
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pipe found at the terminous of the North 79° 20' 10" East 2046.10 feet line as shown on a plat entitled Tract 4, Outline Survey, Steuart Estate prepared by J. R. McCrone Jr., Inc., and dated October 1958, said point also being the westernmost corner of the lands of Thomas T. Lockett and recorded among the land records of Anne Arundel County, Maryland in Liber 3937 at folio 872 thence departing said line and binding with the line of subdivision common to Thomas T. Lockett as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

1. South 45° 44' 11" East 309.33 feet to a point binding on the northwestern right-of-way line of Pike Ridge Road, passing over a pipe 304.78 feet from the beginning of said line; thence binding on the northern right-of-way line for Pike Ridge Road;
2. South 45° 06' 13" West 212.97 feet; thence southwesterly 256.27 feet along the arc of a curve to the right having a radius of 2279.90 feet subtended by a chord bearing and distance
3. South 48° 19' 26" West 256.14 feet; thence
4. South 51° 32' 38" West 337.75 feet; thence southwesterly 256.45 feet along the arc of a curve to the right having a radius of 618.62 feet subtended by a chord bearing and distance
5. South 63° 25' 12" West 254.62 feet to a point being the southeastern most point of the lands of Pike Ridge Properties as described in Liber 3597 at folio 85 as parcel number 1; thence departing said right-of-way line and binding reversely with the line of division of Pike Ridge Properties
6. North 11° 03' 14" East 140.76 feet to an iron pipe found; thence

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA

Gaithersburg, MD
Landover, MD
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

Description of 18.7015 Acres

March 25, 1987

Page Two

BOOK 532 PAGE 536

7. North $86^{\circ} 04' 46''$ West 348.63 feet; thence
8. North $11^{\circ} 23' 14''$ East 99.42 feet to an iron pipe found; thence
9. North $82^{\circ} 50' 26''$ West 225.90 feet to an iron pipe found, passing over an iron pipe found 101.16 feet from the beginning thereof; thence binding on the lines of division of Ida c. Higgs, et al, recorded among the land records of Anne Arundel County, Maryland in Liber 3182 at folio 453
10. North $84^{\circ} 48' 20''$ West 337.05 feet to an iron pipe found; thence
11. South $02^{\circ} 39' 39''$ West 264.75 feet, passing over an iron pipe found at 249.95 feet from the beginning thereof; to a point binding on the northern right-of-way line for Central Avenue, Maryland Route 214, (50 feet wide) as now located; thence binding on said right-of-way line in part southwesterly 221.51 feet along the arc of a curve to the left having a radius of 1310.91 feet subtended by a chord bearing and distance
12. South $85^{\circ} 51' 10''$ West 221.24 feet; thence
13. South $81^{\circ} 00' 44''$ West 215.93 feet; thence departing said right-of-way line and binding on the line of division with Lillian L. Cook recorded among the land records of Anne Arundel County, Maryland in Liber 3355 at folio 39
14. North $08^{\circ} 22' 13''$ West 273.55 feet to an iron pipe found at the beginning of the North $79^{\circ} 20' 10''$ East 2046.10 feet line; thence binding on said line and with the line of division common as shown on a plat entitled "Resubdivision, Plat Three Withernsea" and "Section Two, Southdown Estates" all recorded among the plat records of Anne Arundel County, Maryland in Plat Book 62 folio 49 Plat 3324 and Plat Book 42 Page 49 Plat Number 2324, respectively
15. North $73^{\circ} 21' 17''$ East 2045.62 feet to the point and place of beginning

Dewberry & Davis



Description of 18.7015 Acres
March 25, 1987
Page Three

CONTAINING 18.7015 acres of land, more or less

BEING all of the land described as Tract 5 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick), as joint tenants, to Durdalk Gardens Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions, including but not limited to the following:

1. Deed of easement to Chesapeake and Potomac Telephone Company of Maryland recorded among the Land Records of Anne Arundel County in Liber 3416 at folio 719.





2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 24, 1987

DESCRIPTION OF 56.7287 ACRES
TRACT 6
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a granite monument found at the terminous of the North $14^{\circ} 10' 43''$ West 157.13 feet plat line as shown as point 53 on a plat entitled "Resubdivision Plat Two Withernsea," and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 62 Page 48 Plat Number 3323; said monument also being shown as a stone found at the beginning of the South $08^{\circ} 11' 30''$ East 157.15 feet line on a plat prepared by J. R. McCrone, Jr., Inc. and dated October 1958 entitled "Tract 5 Outline Survey" Steuart Estate; thence binding on said line reversley with said Withernsea plat as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

1. South $14^{\circ} 10' 36''$ East 159.16 feet to a point binding on the northern right-of-way line for Central Avenue Maryland Route 214; thence binding on said right-of-way line southwesterly 416.35 feet along the arc of a curve to the right having a radius of 5704.58 feet subtended by a chord bearing and distance
2. South $85^{\circ} 51' 27''$ West 416.25 feet; thence
3. South $87^{\circ} 56' 54''$ West 497.34 feet; thence southwesterly 71.17 feet along the arc of a curve to the right having a radius of 1694.04 feet subtended by a chord bearing and distance
4. South $89^{\circ} 09' 07''$ West 71.17 feet; thence departing said right-of-way line
5. North $13^{\circ} 27' 49''$ East 114.73 feet to a shell stone found as shown on the aforesaid plat of Steuart Estate; thence
6. North $10^{\circ} 57' 11''$ West 2404.87 feet to the marsh at the head of Beard's Creek passing over a concrete monument found with tack 304.82 feet from the terminous of said line; thence crossing said marsh

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 56.7287 ACRES
March 24, 1987
Page Two

BOOK 532 PAGE 539

7. North 37° 12' 11" West 70.12 feet; thence
8. North 03° 17' 49" East 83.67 feet to the South and easterly edge of Beards Creek as now located; thence binding on the said edge of Beard's Creek as located the following
9. South 87° 31' 55" East 130.03 feet; thence
10. North 39° 30' 28" East 147.76 feet; thence
11. North 14° 05' 37" East 242.29 feet; thence
12. North 62° 21' 14" East 94.83 feet; thence
13. South 53° 36' 05" East 170.21 feet; thence
14. North 74° 03' 17" East 43.68 feet; thence
15. North 15° 48' 20" West 337.77 feet; thence
16. North 27° 45' 31" East 64.41 feet; thence
17. South 59° 44' 33" East 178.35 feet; thence
18. South 14° 28' 26" East 3097.63 feet passing 0.42 feet west of a monument found, 148.92 feet from the beginning thereof; and continuing to the point and place of beginning.

CONTAINING 56.7287 acres of land, more or less.

BEING all of the land described as Tract 6 in a deed dated October 23, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James C. Dixon and Bernard Merrick (also known as James Bernard Merrick), as Joint Tenants to Dundalk Garden Apartments Corp. a Maryland Corporation, and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way, agreements, or restriction including, but not limited to, the following:

1. Deed of easement to Chesapeake and Potomac Telephone Company of Maryland, dated April 13, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416, Folio 719
2. Easement areas as shown on State Roads Commission of Maryland Plat Nos. 5749 and 5777
3. Rights of others in and to the use of tidal waters or wetlands falling within approximate meander lines contained in this description.

Dewberry & Davis





Architects
Engineers
Planners
Surveyors

2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 26, 1987

DESCRIPTION OF 6.4177 ACRES
TRACT 7
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point binding on the eastern right-of-way line of Solomons Island Road, and at the terminous of the North $75^{\circ} 17' 20''$ West 199.82 feet plat line as shown on a plat entitled Tracts 2 and 6, Outline Survey, Steuart Estate, prepared by J. R. McCrone, Jr., Inc. and dated October, 1958 said point being the northernmost corner of the lands of Leonard H. Parlett, et ux as recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 821 at folio 99; thence departing the lands of Parlett and binding on the eastern right-of-way line for Solomons Island Road as located and described by Dewberry & Davis, Registered Professional Land Surveyors, with meridian referenced to Maryland State Grid North northeasterly 29.28 feet along the arc of a curve to the left having a radius of 1472.40 feet subtended by a chord bearing and distance

1. North $07^{\circ} 02' 11''$ East 29.28 feet; thence northeasterly along the chord of a spiral curve to the left
2. North $04^{\circ} 31' 51''$ East 143.86 feet to a concrete monument found; thence
3. North $03^{\circ} 28' 00''$ East 111.08 feet; thence
4. North $36^{\circ} 12' 15''$ East 144.85 feet to a point binding on the southerly right-of-way lines for Central Avenue Maryland Route 214; thence binding on said right-of-way line
5. South $83^{\circ} 09' 29''$ East 704.34 feet; thence
6. South $13^{\circ} 52' 10''$ East 96.85 feet to the northwesterly right-of-way line for Stepney Lane as now located; thence binding on said right-of-way line
7. South $31^{\circ} 36' 35''$ East 5.00 feet; thence

Fairfax, VA
Annapolis, MD
Baltimore, MD
Denville, VA

Gaithersburg, MD
Landover, MD
Manassas, VA
Manon, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 6.4177 ACRES
March 26, 1987
Page Two

8. South $58^{\circ} 23' 25''$ West 569.34 feet; thence
9. South $58^{\circ} 41' 12''$ West 198.76 feet; thence
10. North $31^{\circ} 18' 48''$ West 5.00 feet to an iron pipe found at the beginning of the third or North $14^{\circ} 42' 40''$ East 151.54 feet line as shown on the aforementioned plat being the southeastermost corner of the lands of Leonard H. Parlett, et ux as previously described; thence binding on the lines common with Leonard H. Parlett, et ux,
11. North $08^{\circ} 26' 20''$ East 150.50 feet to a steel pin found in a terra-cotta monument; thence
12. North $81^{\circ} 12' 14''$ West 199.55 feet passing over an iron pipe found 0.14 feet from the terminous of said line to the point and place of beginning

CONTAINING 6.4177 acres of land.

BEING all of the land described as Tract 7 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick) as Joint Tenants, to Dundalk Garden Apartments Corp., a Maryland Corporation, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 7704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions, including but not limited to the following:

1. A deed of easement to Chesapeake and Potomac Telephone Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416 at folio 719.

Dewberry & Davis





2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 24, 1987

DESCRIPTION OF 158.6656 ACRES
TRACT 8
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at an iron pipe found at the northwest corner of Lot 11 and located at the terminous of the North $36^{\circ} 24' 52''$ West 947.10 feet plat line as shown on a plat entitled "Coxby's Estates Section 2" and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 58 Page 34 at Plat Number 3109; said point also being at the terminous of the South $30^{\circ} 23' 10''$ East 947.10 feet line as shown as Tract 7 on a plat entitled "Steuart Estate, Tract 1 and 7 Outline Survey" prepared by J. R. McCrone, Jr., Inc., dated October 1958; thence binding with said plat line with meridian referenced to Maryland State Grid North as now described by Dewberry & Davis Registered Professional Land Surveyors

1. South $36^{\circ} 26' 24''$ East 946.41 feet to a concrete monument found, located 16.09 feet from a concrete monument along the prolongation of said line; thence
2. South $28^{\circ} 09' 19''$ West 923.43 feet to a point binding on the northerly right-of-way line for Central Avenue Maryland Route 214; thence binding on said right-of-way line in part as now located
3. North $46^{\circ} 21' 46''$ West 63.90 feet; thence
4. North $39^{\circ} 49' 45''$ West 411.64 feet to an iron pipe found; thence departing said right-of-way line and binding on the line common to the lands of Wilbert Lee, Jr., et ux by deed dated June 3, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3593 at folio 524
5. North $50^{\circ} 46' 21''$ East 163.43 feet to an iron pipe found; thence
6. North $44^{\circ} 49' 42''$ West 108.89 feet to an iron pipe found; thence

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Manon, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 158.6656 ACRES
March 24, 1987
Page Two

7. South $51^{\circ} 55' 18''$ West 154.01 feet to a point reintersecting the northerly right-of-way line of Central Avenue Maryland Route 214; thence binding on said right-of-way line in part
8. North $39^{\circ} 49' 45''$ West 70.74 feet; thence
9. South $50^{\circ} 43' 34''$ East 20.00 feet; thence
10. North $39^{\circ} 16' 26''$ West 788.55 feet; thence
11. North $50^{\circ} 43' 34''$ East 22.00 feet; thence
12. North $39^{\circ} 16' 26''$ West 20.00 feet; thence
13. South $50^{\circ} 43' 34''$ West 22.00 feet; thence
14. North $39^{\circ} 16' 26''$ West 712.88 feet; thence
15. North $19^{\circ} 29' 51''$ East 169.22 feet; thence
16. North $20^{\circ} 26' 40''$ West 154.92 feet; thence
17. North $22^{\circ} 34' 12''$ West 277.83 feet; thence binding on the right-of-way line of Old Mayo Road in part
18. North $25^{\circ} 56' 25''$ West 304.15 feet; thence
19. North $28^{\circ} 32' 05''$ West 284.21 feet; thence
20. North $32^{\circ} 03' 55''$ West 668.57 feet; thence
21. North $33^{\circ} 00' 30''$ West 56.32 feet; thence binding on the right-of-way line for Mayo Road Maryland Route 253
22. North $28^{\circ} 49' 47''$ West 41.73 feet; thence
23. North $22^{\circ} 31' 05''$ West 99.61 feet; thence
24. North $15^{\circ} 11' 37''$ West 94.24 feet; thence
25. North $03^{\circ} 17' 15''$ West 129.53 feet; thence
26. North $06^{\circ} 56' 26''$ East 180.00 feet; thence
27. North $83^{\circ} 03' 34''$ West 5.00 feet; thence
28. North $06^{\circ} 38' 26''$ East 408.36 feet intersecting the North $70^{\circ} 05' 09''$ West 1650.918 feet plat line as shown on a plat entitled "Map of Woodland Beach" (sheet no. 2 lot number 1248 to 2366 inclusive) and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 8 page 9 and plat number 425; thence binding on said line reversely
29. South $77^{\circ} 00' 34''$ East 1631.38 feet; thence
30. South $24^{\circ} 10' 24''$ East 51.23 feet to a point on the North side of Glebe Creek; thence with the head of said cove



31. South 39° 20' 19" West 209.63 feet; thence with the meandering of the edge of Glebe Creek;
32. South 81° 25' 58" East 228.93 feet,
33. South 39° 46' 24" West 199.13 feet,
34. South 11° 35' 16" East 60.20 feet,
35. South 41° 08' 47" East 146.95 feet,
36. South 17° 55' 16" East 67.04 feet,
37. North 12° 51' 25" East 98.28 feet,
38. North 24° 14' 14" West 108.60 feet,
39. North 50° 28' 17" East 218.66 feet,
40. North 70° 46' 47" East 216.84 feet,
41. South 60° 10' 37" East 224.31 feet,
42. South 41° 40' 34" East 139.16 feet,
43. South 50° 15' 51" East 170.65 feet,
44. South 74° 57' 25" East 107.22 feet,
45. South 62° 45' 46" East 88.65 feet,
46. North 22° 45' 13" East 49.41 feet,
47. North 62° 41' 35" East 263.66 feet,
48. North 86° 19' 54" East 157.93 feet,
49. South 09° 51' 46" West 205.80 feet,
50. South 58° 13' 27" West 107.03 feet,
51. South 22° 52' 30" West 361.02 feet,
52. South 56° 47' 08" West 98.35 feet,
53. South 39° 59' 42" West 121.03 feet,
54. South 00° 16' 30" East 77.08 feet,
55. South 45° 12' 26" West 163.64 feet to the edge of a marsh; thence
56. South 07° 31' 11" West 198.00 feet; thence
57. South 53° 13' 49" East 272.25 feet; thence
58. South 79° 58' 49" East 297.00 feet to the south edge of a marsh; thence
59. North 88° 31' 11" East 495.00 feet passing over an iron pipe found 9.22 feet from the beginning of said line thereof; thence
60. South 01° 28' 49" East 231.00 feet to an iron pipe found at the terminous of the North 75° 34' 20" East 1528.11 feet plat line as shown on said plat of "Coxby's Estate Section 2,"; thence binding reversely with said line



DESCRIPTION OF 158.6656 ACRES

March 24, 1987

Page Four

61. South $75^{\circ} 35' 01''$ West 1526.75 feet to the point and place of beginning

CONTAINING 158.6656 acres of land, more or less.

BEING all of the land described as Tract 8 in a deed dated October 23, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick), joint tenants to Dundalk Garden Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way, agreements, or restrictions including, but not limited to, the following:

1. Deed of easement to the Chesapeake and Potomac Telephone Company of Maryland dated November 16, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3665, folio 857.
2. Rights of others in and to the use of tidal waters or wetlands falling within approximate meander lines contained in this description.
3. Easement areas as shown on State Roads Commission of Maryland Plat Nos. KQ, 6853, 6854, 6855, and 6856.
4. Overlapping claim to land based on the description of Property #21 contained in the deed from Jerome S. Murray and Grace H. Murray, husband and wife, to Jerome S. Murray, Trustee for the Jerome S. Murray Maryland Land Trust, dated November 2, 1981 and recorded among said Land Records in Liber 3475, folio 868.
5. Deed of easement to Chesapeake and Potomac Telephone of Maryland and recorded among the land records of Anne Arundel County, Maryland in Liber 3416 at folio 719.
6. An easement to Baltimore Gas and Electric Company dated August 25, 1950 and recorded in Liber 1022 at folio 390.

Dewberry & Davis





2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 25, 1987

DESCRIPTION OF 423.0705 ACRES
TRACT 9
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a concrete monument found, binding on the northern right-of-way line for Brick Church Road (30 feet wide) at the beginning of the North 79 13' 10" East 2643.93 feet deed line as described as Tract 9 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick) to Dundalk Garden Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245; said point also being at the terminus of the South 73° 14' 10" West 758.64 feet line of the lands common to Gilbert Matthew Hall and recorded among the land records of Anne Arundel County, Maryland in Liber 3524 at folio 789; thence departing said right-of-way line and binding with the line common to the said Gilbert Matthew Hall and the lands of Jessie Lee Hall, et al recorded among the land records of Anne Arundel County, Maryland in Liber 2499 at folio 253 with the meridian referenced to Maryland State Grid North as now described by Dewberry & Davis Registered Professional Land Surveyors

1. North 73° 15' 41" East 2643.04 feet to a shell stone found (with no distinguishable markings found, the highest projection held); thence
2. North 18° 42' 49" West 1533.04 feet; thence
3. South 76° 32' 35" West 524.71 feet passing 0.09 feet south of an iron pipe found 3.18 feet from the beginning of said line; thence
4. South 84° 16' 23" West 781.06 feet to an iron pipe found; thence
5. South 74° 01' 23" West 660.00 feet to an iron pipe found; thence
6. South 60° 14' 05" West 231.00 feet; thence
7. North 13° 29' 34" East 53.62 feet; thence
8. North 31° 28' 30" East 206.26 feet to an iron pipe found; thence

Fairfax, VA
Annapolis, MD
Baltimore, MD
Denville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

Description of 423.0705 Acres

March 25, 1987

Page Two

BOOK 532 PAGE 547

9. North $13^{\circ} 44' 11''$ East 288.75 feet passing 3.54 feet to the west of an iron pipe found and 0.16 feet from the terminous of said line; thence
10. North $51^{\circ} 30' 31''$ East 107.25 feet to an iron pipe found; thence
11. North $16^{\circ} 27' 19''$ West 297.19 feet to an iron pipe found; thence
12. North $13^{\circ} 01' 47''$ East 264.00 feet; thence
13. South $79^{\circ} 24' 49''$ East 198.00 feet to an iron pipe found; thence
14. North $42^{\circ} 33' 02''$ East 297.00 feet; thence
15. North $09^{\circ} 21' 08''$ West 732.94 feet to the southernmost corner of the lands of James Brookman, Jr. recorded among the land records of Anne Arundel County, Maryland in Liber 2509 at folio 474; thence binding with said lands and departing the lands of Jesse Lee Hall et al
16. North $66^{\circ} 57' 52''$ East 169.84 feet; thence
17. North $15^{\circ} 26' 24''$ East 80.22 feet the southerly right-of-way line for Central Avenue (Maryland Route 214) passing over an iron pipe found 0.83 feet from the terminous of said line; thence binding on said right-of-way line in part southeasterly 423.97 feet along the arc of a curve to the left having a radius of 1744.04 feet subtended by a chord bearing and distance
18. South $85^{\circ} 05' 15''$ East 422.92 feet; thence
19. North $87^{\circ} 56' 54''$ East 497.34 feet; thence northeasterly 696.65 feet along the arc of a curve to the left having a radius of 5754.58 feet subtended by a chord bearing and distance
20. North $84^{\circ} 28' 49''$ East 696.22 feet; thence
21. North $81^{\circ} 00' 44''$ East 732.08 feet; thence northeasterly 332.15 feet along the arc of a curve to the right having a radius of 1260.91 feet subtended by a chord bearing and distance of
22. North $88^{\circ} 33' 31''$ East 331.19 feet; thence
23. South $06^{\circ} 06' 19''$ West 15.00 feet; thence southeasterly 16.02 feet along the arc of a curve to the right having a radius of 1245.91 feet subtended by a chord bearing and distance
24. South $83^{\circ} 31' 35''$ East 16.02 feet; thence

Dewberry & Davis



Description of 423.0705 Acres

BOOK 532 PAGE 548

March 25, 1987

Page Three

25. South $83^{\circ} 09' 29''$ East 92.73 feet; thence departing said right-of-way line for Central Avenue and binding on the line common to the lands of Dorothy Ann Karr as recorded among the land records of Anne Arundel County, Maryland in Liber 3499 at folio 134 and the land of Saturn Limited Partnership and recorded among the land records of Anne Arundel County, Maryland in Liber 3374 at folio 549 the following
26. South $06^{\circ} 55' 31''$ West 308.31 feet to an iron pipe found; thence
27. South $83^{\circ} 04' 29''$ East 599.77 feet passing 7.24 feet to the north of an iron pipe found at the terminous of said line; thence
28. North $06^{\circ} 55' 31''$ East 309.18 feet intersecting the right-of-way line of Central Avenue passing 0.11 feet to the west of an iron pipe found and 299.79 feet from the beginning of said line; thence binding on said right-of-way line in part
29. South $83^{\circ} 09' 29''$ East 24.99 feet; thence departing said right-of-way line and binding on the line common with the lands of Stephen R. Campbell, and two parcels for First National Bank of Maryland recorded among the land records of Anne Arundel County, Maryland in Liber 3750 at folio 486 and Liber 3327 at folios 843 and 846 respectively
30. South $06^{\circ} 55' 31''$ West 209.59 feet; thence
31. South $83^{\circ} 04' 29''$ East 400.00 feet to a concrete monument found; passing 0.12 feet to the south of a concrete monument and 199.97 feet from the beginning and passing 0.11 feet to the south of an iron pipe found and 300.03 feet from the beginning of said line; thence
32. North $06^{\circ} 55' 31''$ East 210.18 feet to reintersect the southerly right-of-way line of Central Avenue; thence binding on said right-of-way line in part

Dewberry & Davis



March 25, 1987

Page Four

33. South $83^{\circ} 09' 29''$ East 1376.09 feet; thence departing said right-of-way line and binding on the line common to the lands of Steve Maragousis, recorded in Liber 1777 at folio 66, Leonard H. Parlett recorded in Liber 821 at folio 96, and two (2) parcels of Charles Brewer recorded in Liber 2225 at folio 222 and Liber 821 at folio 110; all among the land records of Anne Arundel County, Maryland
34. South $16^{\circ} 23' 02''$ West 299.60 feet to an iron pipe found, passing over an iron pipe at 0.19 feet from the beginning thereof; thence
35. North $82^{\circ} 58' 23''$ West 970.53 to an iron pipe found; thence
36. South $16^{\circ} 12' 29''$ West 831.70 feet to an iron pipe found
37. South $83^{\circ} 08' 31''$ East 1131.06 feet; thence
38. South $57^{\circ} 16' 01''$ East 193.47 feet to intersect the westerly right-of-way line for Solomons Island Road Maryland Route 2; thence binding on said right-of-way line in part
39. South $32^{\circ} 11' 19''$ West 496.95 feet; thence
40. South $43^{\circ} 57' 25''$ West 24.52 feet; thence
41. South $43^{\circ} 58' 12''$ West 53.87 feet; thence
42. South $40^{\circ} 43' 10''$ West 101.12 feet; thence
43. South $36^{\circ} 11' 34''$ West 100.24 feet; thence
44. South $32^{\circ} 11' 19''$ West 100.00 feet; thence
45. South $29^{\circ} 53' 53''$ West 100.08 feet; thence
46. South $25^{\circ} 20' 45''$ West 100.72 feet; thence
47. South $24^{\circ} 13' 08''$ West 100.98 feet; thence
48. South $24^{\circ} 30' 01''$ West 59.80 feet; thence
49. South $32^{\circ} 11' 19''$ West 386.05 feet; thence southwesterly 736.50 feet along the arc of a curve to the right having a radius of 11419.16 feet subtended by a chord bearing and distance
50. South $34^{\circ} 02' 11''$ West 736.37 feet; thence
51. South $35^{\circ} 53' 02''$ west 247.01 feet; thence
52. South $50^{\circ} 33' 37''$ West 217.08 feet; thence
53. South $52^{\circ} 03' 22''$ West 104.12 feet; thence
54. South $38^{\circ} 10' 29''$ West 100.08 feet; thence
55. South $23^{\circ} 28' 36''$ West 102.39 feet; thence
56. South $10^{\circ} 29' 05''$ West 153.87 feet; thence

Dewberry & Davis



Description of 423.0705 Acres

March 25, 1987

Page Five

BOOK 532 PAGE 550

57. South $35^{\circ} 53' 02''$ West 1027.88 feet; thence with the chord of a spiral curve to the left
58. South $35^{\circ} 22' 56''$ West 151.04 feet thence southwesterly 562.97 feet along the arc of a curve to the left having a radius of 2904.79 feet subtended by a chord bearing and distance
59. South $28^{\circ} 49' 55''$ West 562.09 feet to the land of the State Roads Commission of Maryland Property recorded among the land records of Anne Arundel County, Maryland in Liber F.S.R. 61 at folio 32; thence departing said right-of-way line and binding on the line common with said property
60. South $75^{\circ} 29' 55''$ west 389.01 feet passing over a concrete monument found 380.24 feet from the beginning thereof to a point binding on the northerly of right-of-way line for Brick Church Road as now located; thence binding on said right-of-way line northwesterly 106.92 feet along the arc of a curve to the left having a radius of 305.00 feet subtended by a chord bearing and distance
61. North $42^{\circ} 44' 02''$ West 106.37 feet; thence
62. North $52^{\circ} 46' 36''$ West 293.03 feet; thence northwesterly 189.69 feet along the arc of a curve to the right having a radius of 3130.54 feet subtended by a chord bearing and distance
63. North $51^{\circ} 02' 27''$ West 189.66 feet; thence
64. North $49^{\circ} 18' 18''$ West 121.38 feet; thence northwesterly 592.60 feet along the arc of a curve to the left having a radius of 1255.00 feet subtended by a chord bearing distance
65. North $62^{\circ} 49' 56''$ West 587.11 feet; thence
66. North $76^{\circ} 21' 35''$ West 443.97 feet; thence northwesterly 273.21 feet along the arc of a curve to the right having a radius of 485.00 feet subtended by a chord bearing and distance
67. North $60^{\circ} 13' 19''$ West 269.61 feet; thence
68. North $44^{\circ} 05' 03''$ West 298.45 feet; thence northwesterly 25.69 feet along the arc of a curve to the right having a radius of 419.44 feet subtended by a chord bearing and distance

Dewberry & Davis



Description of 423.0705 Acres

March 25, 1987

Page Six

69. North $42^{\circ} 19' 47''$ West 25.69 feet; thence
70. North $40^{\circ} 34' 30''$ West 91.07 feet; thence northwesterly 93.97 feet along the arc of a curve to the left having a radius of 860.20 feet subtended by a chord bearing and distance
71. North $43^{\circ} 42' 16''$ West 93.92 feet; thence
72. North $46^{\circ} 50' 02''$ West 188.66 feet; thence northwesterly 130.64 feet along the arc of a curve to the left having a radius of 550.42 feet subtended by a chord bearing and distance
73. North $53^{\circ} 38' 01''$ West 130.34 feet; thence
74. North $60^{\circ} 25' 59''$ West 366.11 feet to the point and place of beginning

CONTAINING 423.0705 acres of land, more or less.

BEING all of the land described as Tract 9 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon or Bernard Merrick (also known as James Bernard Merrick) to Dundalk Garden Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions including but not limited to the following:

1. A Deed of Easement to Chesapeake and Potomac Telephone Company of Maryland and recorded among the Land Records of Anne Arundel County in Liber 3416 at folio 719.

Dewberry & Davis





2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

March 25, 1987

Revised September 28, 1987

DESCRIPTION OF 416.8624 ACRES
TRACT 10
STEUART ESTATE

FIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point binding on the easterly right-of-way line for Solomon's Island Road Maryland Route 2, said point being at the terminous of the South $80^{\circ} 04' 10''$ West 105.75 feet deed line as described in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James L. Dixon and Bernard Merrick (also known as James Bernard Merrick) to Dundalk Gardens Corp., a Maryland Corporation, recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245; thence binding on said right-of-way line as now located and described by Dewberry & Davis, Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North, northeasterly 490.20 feet along the arc of a curve to the right having a radius of 2824.79 feet subtended by a chord bearing and distance

1. North $29^{\circ} 24' 45''$ East 489.59 feet; thence along the chord of a spiral to the right
2. North $35^{\circ} 23' 09''$ East 148.95 feet; thence
3. North $35^{\circ} 53' 02''$ East 1923.89 feet passing 0.14 feet to the left of a State Road Commission of Maryland Monument 505.92 feet from the beginning of said line; thence northeasterly 741.66 feet along the arc of a curve to the left having a radius of 11,499.16 feet subtended by a chord bearing and distance
4. North $34^{\circ} 02' 11''$ East 741.53 feet; thence
5. North $32^{\circ} 11' 19''$ East 1645.05 feet; thence
6. North $33^{\circ} 20' 04''$ East 100.02 feet; thence
7. North $32^{\circ} 54' 28''$ East 178.35 feet to the intersection with property line of the Board of Education of Anne Arundel County; thence departing said right-of-way line and binding on the lines common with the Board of Education as recorded in Liber 2603 at folio 448

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Marion, VA

Morristown, TN
Raleigh, NC
Richmond, VA
Woodbridge, VA

DESCRIPTION OF 416.8624 ACRES
March 25, 1987
Page Two

Revised September 28, 1987

8. South $72^{\circ} 40' 20''$ East 479.97 feet to an iron pipe found; thence southeasterly and non-tangent 385.04 feet along the arc of a curve to the left having a radius of 850.00 feet subtended by a chord bearing and distance
9. South $03^{\circ} 12' 36''$ East 381.76 feet to an iron pipe; thence
10. South $16^{\circ} 11' 19''$ East 390.41 feet to an iron pipe; thence southeasterly 631.10 feet along the arc of a curve to the left having a radius of 841.42 feet subtended by a chord bearing and distance
11. South $37^{\circ} 28' 10''$ East 616.41 feet
12. South $59^{\circ} 26' 03''$ East 639.04 feet to an iron pipe found; thence
13. South $66^{\circ} 53' 48''$ East 497.55 feet; thence
14. South $69^{\circ} 07' 58''$ East 684.83 feet to an iron pipe found intersecting the North $31^{\circ} 20' 50''$ West 174.86 feet line of the property of the Board of Education of Anne Arundel County as described and recorded among the land records of Anne Arundel County, Maryland in Liber 2128 at folio 362; thence continuing (on the lines of the Board of Education as described in Liber 2128 at folio 362,
15. South $29^{\circ} 11' 08''$ East 148.37 feet to an iron pipe found; thence
16. South $09^{\circ} 11' 50''$ East 225.88 feet to an iron pipe found; thence
17. South $32^{\circ} 54' 40''$ East 271.72 feet; thence
18. South $42^{\circ} 42' 50''$ East 564.60 feet to an iron pipe found; thence
19. North $39^{\circ} 07' 20''$ East 562.00 feet; thence
20. North $08^{\circ} 28' 02''$ West 386.91 feet to an iron pipe found; thence
21. North $19^{\circ} 15' 18''$ East 258.22 feet; thence
22. North $31^{\circ} 02' 50''$ East 235.68 feet to an iron pipe found; thence
23. North $73^{\circ} 44' 10''$ East 177.49 feet; thence
24. North $50^{\circ} 43' 34''$ East 300.28 feet to a point intersecting the southwestern right-of-way line of Central Avenue, Maryland Route 214; thence binding on said right-of-way line in part
25. South $39^{\circ} 16' 26''$ East 679.38 feet; thence

Dewberry & Davis



DESCRIPTION OF 416.8624 ACRES
March 25, 1987
Page Three

Revised September 28, 1987

26. South 50° 43' 34" West 15.00 feet; thence
27. South 39° 16' 26" East 36.00 feet; thence
28. North 50° 43' 34" East 15.00 feet; thence
29. South 39° 16' 26" East 701.83 feet; thence
30. North 50° 43' 34" East 20.00 feet; thence
31. South 39° 16' 26" East 80.00 feet; thence
32. South 39° 49' 36" East 410.78 feet; thence
33. South 23° 08' 24" East 339.04 feet; thence
34. South 22° 28' 50" East 216.13 feet to a point intersecting the northwesterly right-of-way line for Muddy Creek Road Maryland Route 468; thence binding on said right-of-way line in part
35. South 26° 36' 29" West 1623.26 feet; thence departing said right-of-way line and binding on the line common to the lands of Charles Adler recorded among the land records of Anne Arundel County, Maryland in Liber 2649 at folio 828
36. North 69° 33' 40" West 338.66 feet; thence
37. North 72° 03' 40" West 276.54 feet; thence
38. North 78° 50' 00" West 185.30 feet; thence departing the lands of Charles Adler
39. North 00° 39' 30" West 260.70 feet; thence
40. North 24° 35' 30" East 264.00 feet; thence
41. North 07° 39' 30" West 495.00 feet; thence
42. North 49° 24' 30" West 536.25 feet; thence
43. North 67° 19' 30" West 231.00 feet; thence
44. South 82° 20' 30" West 99.00 feet; thence
45. North 22° 24' 30" West 123.75 feet; thence
46. North 05° 54' 30" West 264.00 feet; thence
47. South 77° 05' 30" West 948.75 feet passing over an iron pipe found 683.12 feet from the beginning thereof; thence
48. South 37° 20' 30" West 3394.90 feet to an iron pipe found on the north side of South River Club House Road; thence binding along said road in part
49. South 87° 05' 32" West 79.20 feet; thence departing said road

Dewberry & Davis



DESCRIPTION OF 416.8624 ACRES
March 25, 1987
Page Four

Revised September 28, 1987

50. North $37^{\circ} 20' 30''$ East 1879.45 feet; thence
51. South $89^{\circ} 29' 20''$ West 1751.21 feet; thence
52. South $64^{\circ} 36' 10''$ West 396.00 feet; thence
53. North $81^{\circ} 38' 50''$ West 1270.50 feet passing over a pipe 16.00 feet from the terminous thereof; thence
54. North $76^{\circ} 53' 50''$ West 614.62 feet; thence
55. South $74^{\circ} 49' 03''$ West 105.75 feet to the point and place of beginning

CONTAINING 416.8624 acres of land, more or less.

BEING a portion of the land described as Tract 10 in a deed dated October 22, 1963 from Herman Ozlek and Marion Ozlek, his wife, and James Dixon and Bernard Merrick (also known as James Bernard Merrick) to Dundalk Garden Apartments Corp., a Maryland Corporation and recorded among the land records of Anne Arundel County, Maryland in Liber 1704 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions, including but not limited to the following:

1. A deed of easement to Chesapeake and Potomac Telephone Company of Maryland and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416 at folio 719
2. An easement to Baltimore Gas and Electric Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 1972 at folio 600
3. An easement to Baltimore Gas and Electric Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 1692 at folio 90

Dewberry & Davis



Dewberry & Davis

Architects Engineers Planners Surveyors



532 PAGE 556

2594 Riva Road
Annapolis, MD 21401
301 841-6811
metro 261-8707

September 29, 1987

DESCRIPTION OF 49.9300 ACRES GROSS AREA STEUART ESTATE

FIRST ASSESSMENT DISTRICT ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at a point on the north side of South River Clubhouse Road being the terminous of the North $85^{\circ} 48'$ West 1158.24 feet deed line as described in a deed dated April 1, 1966 from the James E. Steuart Foundation, Inc., to Dundalk Garden Apartments Corporation, a body corporate of the State of Maryland; and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1961 at folio 245 said point being located 5.39 feet northeast of the existing centerline of South River Clubhouse Road as now located; thence with the point of beginning so fixed with meridian referenced to Maryland State Grid North as now described by Dewberry & Davis, Registered Professional Land Surveyors

1. North $19^{\circ} 23' 33''$ East 1640.52 feet passing over an iron pipe found 11.69 feet from the beginning thereof; thence
2. North $89^{\circ} 29' 20''$ East 1751.21 feet; thence
3. South $37^{\circ} 20' 30''$ West 1879.45 feet to the northerly side of South River Club House Road; said point being South $87^{\circ} 05' 32''$ West 79.20 feet from an iron pipe found at the terminous of the South $37^{\circ} 20' 30''$ West 3394.90 feet line for Tract 10 previously described and intended to be recorded herewith; thence
4. South $86^{\circ} 35' 30''$ West 1157.89 feet to the point and place of beginning

CONTAINING 49.9300 acres of land, more or less.

SAVING AND EXCEPTING a portion of the 49.9300 acres shown as perspective right-of-way for South River Clubhouse Road; being more particularly described as follows and intended to be recorded herewith;

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Manon, VA
Morristown, TN

Prince Frederick, MD
Raleigh, NC
Richmond, VA
Woodbridge, VA

BEGINNING at the terminous of the fourth (4th) or the South 86° 35' 30" West 1157.89 feet line as described above in the description of the 49.93 acres parcel and binding in part on the first line

1. North 19° 23' 33" East 9.71 feet; thence departing said first line and binding on the prescriptive right-of-way line for South River Clubhouse Road an now located
2. South 78° 25' 46" East 34.61 feet intersecting the aforementioned fourth line; thence binding in part on same
3. South 86° 35' 30" West 37.19 feet to the point and place of beginning.

CONTAINING 0.0038 acres of land.

IN ALL total 49.9262 acres of land, more or less.

BEING all of the land described in a deed dated April 1, 1966 from the James E. Steuart Foundation, Inc., to Dundalk Garden Apartments Corporation, a body coporate of the State of Maryland, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1961 at folio 245.

SUBJECT to any and all encumbering easements, rights-of-way agreements, or restrictions, including but not limited to the following:

1. An easement to Baltimore Gas and Electric Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 1972 at folio 600
2. An easement to Baltimore Gas and Electric Company recorded among the Land Records of Anne Arundel County, Maryland in Liber 1692 at folio 90

Dewberry & Davis



GREENHORNE & O'MARA, INC.

DESCRIPTION OF 0.5914 ACRES
RUBIS PARCELFIRST ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found at the beginning of the 2nd or South 47° 31' West 6.11 feet line described in a conveyance from C. Joseph Rubis to Rose of Annapolis Limited Partnership, by deed dated September 3, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4467 at Folio 346; thence leaving said pipe and binding on a part of said 1st line, as now surveyed, and on land now or formerly of Wendel C. Phillips Jr., et ux, (L.777/F.303)

1. South 37° 20' 30" West, 4.67 feet to a point on the north side of South River Clubhouse Road; thence binding on the northerly side of said road and running 15 feet northerly from the centerline thereof as now laid out and existing
2. South 81° 42' 18" West, 144.91 feet to a point; thence
3. 92.51 feet along the arc of a curve deflecting to the right having a radius of 986.31 feet and a chord bearing and distance of South 84° 23' 32" West 92.48 feet to a point; thence
4. South 87° 04' 45" West, 158.38 feet to a point; thence
5. 143.24 feet along the arc of a curve deflecting to the left having a radius of 3287.23 feet and a chord bearing and distance of South 85° 49' 51" West 143.23 feet to a point; thence
6. South 84° 34' 57" West, 400.34 feet to a point; thence
7. 230.46 feet along the arc of a curve deflecting to the right having a radius of 777.26 feet and a chord bearing and distance of North 86° 55' 25" West 229.61 feet to a point; thence
8. North 78° 25' 46" West, 31.29 feet to a point on the southernmost line of a conveyance to Dundalk Garden Apartments Corporation recorded among the aforesaid Land Records in Liber 1961 at Folio 245; thence leaving said road and binding on said southerly line and with the 1st line of the aforementioned conveyance recorded in Liber 4467 at Folio 346, as now surveyed, and on land now or formerly of Rose of Annapolis Limited Partnership (L.4467/F.238)
9. North 86° 35' 30" East, 1199.90 feet to the point of beginning. Containing 25,764 square feet or 0.5914 of an acre.

GREENHORNE & O'MARA, INC.

BEING all and the same land described in a conveyance from C. Joseph Rubis to Rose of Annapolis Limited Partnership by deed dated September 3, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4467 at Folio 346.

SUBJECT to any and all easements, rights-of-way and covenants of record or imposed by law.

September 23, 1988

GREENHORNE & O'MARA, INC.

LEGAL DESCRIPTION
PROPERTY OF
GARY K. ADAMS & TAMAIE E. ADAMS, HIS WIFE
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING all of the same land described in a conveyance from Florence C. Parlett, et al, to Gary K. Adams and Tamaie E. Adams, his wife, by deed dated January 7, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2460 at Folio 881, and being more particularly described as follows:

BEGINNING for the same at an iron pipe found marking the beginning point of the abovementioned conveyance recorded in Liber 2460 at Folio 881, thence leaving said pipe and binding on all of the 1st and 2nd lines of said conveyance, as now surveyed, and on land now or formerly of Thomas G. Parlett, et ux, (L.2464/F.103)

1. South 30° 00' 38" East, 267.88 feet to an iron pipe found; thence
2. North 56° 07' 22" East, 120.20 feet to a point; thence binding on all of the 3rd line of said conveyance recorded in Liber 2460 at Folio 881, as now surveyed, and on land now or formerly of Donald C. Parlett, et ux, (L.1498/F.490)
3. South 19° 22' 30" West, 149.65 feet to an iron pipe found; thence binding on all of the 4th, 5th and 6th lines of said conveyance recorded in Liber 2460 at Folio 881, as now surveyed, and on land now or formerly of Leonard H. Parlett, et ux, (L.821/F.96)
4. South 24° 50' 14" West, 139.76 feet to an iron pipe found; thence
5. North 83° 06' 31" West, 315.20 feet to an iron pipe found; thence
6. North 25° 23' 03" East, 437.37 feet to the point of beginning, Containing 90,567 square feet or 2.0791 acres of land.

TOGETHER with a 40 feet wide right-of-way as described in the aforementioned conveyance recorded in Liber 2460 at Folio 881 and being more particularly described as follows;

BEGINNING for the said right-of-way at a point marking the end of the 2nd or North 56° 07' 22" East 120.20 feet line described above; thence with the extension of said line, as now surveyed, and on land now or formerly of Thomas G. Parlett, et ux, (L.2464/F.103)

1. North 56° 07' 22" East, 154.47 feet to a point on the southwesterly side of an existing 40 feet wide right of way

as described in a conveyance to Thomas G. Parlett, et ux, recorded among the aforesaid Land Records in Liber 2464 at Folio 103; thence with the southwesterly side thereof

2. South $66^{\circ} 52' 38''$ East, 47.70 feet to a point; thence leaving said existing right-of-way and binding on the southeasterly side of the herein described right-of-way
3. South $56^{\circ} 07' 22''$ West, 234.02 feet to a point on the 3rd or South $19^{\circ} 22' 30''$ West 149.65 feet line described above; thence reversely with a part of said line
4. North $19^{\circ} 22' 30''$ East, 66.86 feet to the point of beginning, Containing 7,770 square feet or 0.1784 of an acre of land.

LEGAL DESCRIPTION
PROPERTY OF
ELEANOR LEE HALL
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING all of the same land described in a conveyance from Jessie Lee Hall, et al, to Eleanor Lee Hall by deed dated December 12, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3006 at Folio 234, and being more particularly described as follows;

BEGINNING for the same at an iron pipe found on the northeast side of Brick Church Road (30 feet wide) marking the beginning point of the abovementioned conveyance recorded in Liber 3006 at Folio 234, said pipe also being in the centerline of an existing 50 feet wide right-of-way; thence leaving said right-of-way and binding on the northeasterly side of said Brick Church Road, as now surveyed, the five (5) following courses and distances;

1. North 57° 44' 29" West, 130.31 feet to a point; thence
2. North 60° 14' 42" West, 161.55 feet to a point; thence
3. 250.37 feet along the arc of a curve deflecting to the right having a radius of 618.72 feet and a chord bearing and distance of North 48° 39' 08" West 248.67 feet to a point; thence
4. North 37° 03' 35" West, 315.60 feet to a point; thence
5. North 30° 27' 48" West, 113.07 feet to a point; thence leaving said Brick Church Road and binding on all of the 6th line described in said conveyance recorded in Liber 3006 at Folio 234, as now surveyed, and on land now or formerly of Earl William Hall, et ux, (L.3097/F.721)
6. North 64° 28' 10" East, 1193.68 feet to an iron pipe found, (passing in transit an iron pipe found at the end of 12.14 feet); thence binding on all of the 7th line described in said Liber 3006, at Folio 234, as now surveyed, and on land now or formerly of Linda Jean Hall, et al, (L.2499/F.253)
7. South 32° 08' 15" East, 405.93 feet to a point in the centerline of an existing 50 feet wide right-of-way; thence leaving said 7th line and binding on all of the 8th, thru 12th lines of said Liber 3006 at Folio 234, as now surveyed, and on land now or formerly of Gilbert Matthew Hall (L.3524/F.789) and binding on the centerline of said 50 feet wide right-of-way
8. South 67° 44' 23" West, 543.20 feet to a point; thence

9. 179.83 feet along the arc of a curve deflecting to the left having a radius of 150.00 feet and a chord bearing and distance of South 33° 23' 43" West 169.25 feet to a point; thence
10. South 00° 56' 56" East, 156.71 feet to a point; thence
11. South 04° 58' 43" East, 188.09 feet to a point; thence
12. South 12° 24' 43" West, 146.33 feet to the point of beginning, Containing 609,614 square feet or 13.9948 acres of land.

SUBJECT to any and all easements, rights-of-way and covenants of record or imposed by law.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): M & M Machine Service, Inc. Address(es): 7100 Fort Smallwood Road
Baltimore, Maryland 21225

6. Secured Party: Maryland National Bank Address: Department ACCU
Post Office Box 987, Mailstop 500-501
Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: M & M Machine Service Inc

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any
Edwin J. Mosmiller, President

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

C. Ann Abruzzo, Branch Officer
Type name and title

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

11
420

RECORD FEE 11.00
PROPERTY TAX 420.00
POSTAGE .50
M718330 0345 R01 113412
09/30/88
E

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
an indemnity deed of trust
a security agreement
[X] a financing statement

dated June 30, 19 88 and executed by M & M Machine Service Inc.

(Grantor or Debtor). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

One Bell Technology 80386 IBM/At Compatible Computer with 4 MB 16 HZ 32 Bit main Memory, 130 MB Fixed Disk, One ICC 6 Port Intelligent Hub Card, One Bell Tech Monochrome with Adaptor, One 60 MB Internal Cartridge Tape Drive, Four Televideo 950 CRTs with 80/132 Column Selectivity keyboard and adaptor, one Minute Man 500 Watt UPS System, Two Alps 240 CPS Printer - 132 Column, Two 1200/2400 Baud Selectable DC Hayse Compatible Modem.

Estimating/Shop Floor Router, Production Planning/Scheduling, Performance Measurement/ Cost History, Cost Accounting, Inventory Control, order Entry/Invoicing, Customer Sales Analysis, Purchasing, General Ledger/Financial Statements, Accounts Receivable, Accounts Payable, Payroll, 10 Hrs. of software design, 10 Hrs. of software programming.

B231 Mitutoyo Coordinate Measuring Machine with Micropak 21B Computer. Includes: TP-2 Touch Probe, 1 package hard Probes, 1 year Parts, Warranty & Labor, Installation and Training. Refrigerated Air Dryer.

Load Coordinate Measuring Machine and deliver to Fort Smallwood Road.

GRANTOR/DEBTOR

GRANTOR/DEBTOR

By: [Signature] (SEAL)

By: _____ (SEAL)

Name: Edwin J. Mosmiller

Name: _____

Title: President

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Anthony L. and Cynthia Boyd
T/A Anthony L. Boyd, DDS
 Address(es): 1173 Bay Highlands Avenue
Annapolis, Maryland 21403
914 Bay Ridge Rd , Annapolis, MD 21403

6. Secured Party: Maryland National Bank Address: Department: ACCU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

Anthony L. Boyd and Cynthia Y. Boyd
T/A Anthony L. Boyd, DDS
 Debtor: Cynthia Y. Boyd Secured Party: Maryland National Bank
 By: Anthony L. Boyd (Seal) By: Mark T. Blizzard (Seal)
 Type name and title, if any Type name and title
 By: _____ (Seal) Mark T. Blizzard, Vice President
 Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

045 3878-9001

13

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 268835 Dated July 30, 1987

Record Reference Book 515 Page 217

2. DEBTOR:

Name: Commerce Printing Company, Inc.
(Last Name First)

ADDRESS: 7513 Connelley Drive, Suite E Hanover, Maryland 21076

RECORD FEE 10.00

POSTAGE .50

REGISTERED COPY R01 713/15

CK 09/30/88

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland

ADDRESS: Baltimore & St. Paul Streets Baltimore, Maryland 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

Commerce Printing Company, Inc.
7513 Connelley Drive
Suite E
Hanover, MD 21076

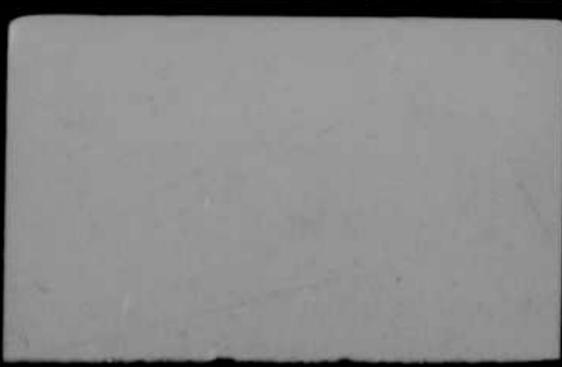
SECURED PARTY

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

BY: Steven M. Wiebecke Commercial Lending Officer
Steven M. Wiebecke (TITLE)

DATED: May 12, 1988

CU 1050



BOOK 532 PAGE 568

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 264984 Dated December 3, 1986

Record Reference Book 505 Page 547

2. DEBTOR:

Name: Commerce Printing Company, Inc.
(Last Name First)

ADDRESS: 7513 Connelley Dr., Suite E Hanover, MD 21076

RECORD FEE 10.00
POSTAGE .50
#378310 0345 R01 T13/15
GK 09/30/88

3. SECURED PARTY IS:

NAME: Union Trust Company Of Maryland

ADDRESS: Baltimore & St. Paul Streets Baltimore, Maryland 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

Commerce Printing Company, Inc.
7513 Connelley Dr.
Suite E
Hanover, MD 21076

SECURED PARTY

BY: Steven M. Wienacke Commercial Lending Officer
Steven M. Wienacke (TITLE)

DATED: May 11, 1988

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

10
7

10.50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Smith Building Supply, Inc. Address(es): 5573 Shady Side Road Churchton, Maryland 20733

6. Secured Party: Maryland National Bank Address: Department ACCU
 Post Office Box 987, Mailstop 500-501
 Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

13.50
 378.00
 391.50

RECORD FEE 13.00

378.00

.50

5 R01 T13*18

09/30/88

Handwritten mark

Debtor: Smith Building Supply, Inc.

Secured Party: Maryland National Bank

By: John E. Smith, Jr., President (Seal)
 Type name and title, if any

By: Cathleen C. DelPolito (Seal)

By: Marie M. Smith, Secretary (Seal)
 Type name and title, if any

Cathleen C. DelPolito, Vice President
 Type name and title

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4243127

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated _____ 19 _____, and executed by _____
Smith Building Supply, Inc.

("Grantor" or "Debtor") This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

1988 Ford Truck, Chass Cab, Serial #2FDLF47G8JCB28691 3985
 IMT 8025 Industrial Crain, 80,000 ft. lb. rating, with two hydraulic extensions to 25'5.
 18 3/16 All Steel Platform with half solid and half screen headboard, mud flaps, ICC bumper and all necessary ICC lights.
 Crysteel Model 655 Double-Acting Scissor Dump Hoist.
 1988 International Truck Model S-1954 236" WB, serial # IH1LDTVN6KH632404
 1988 Mitsubishi Model FD35 Pneumatic Tire Forklift.

Mail to:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

GRANTOR/DEBTOR

GRANTOR/DEBTOR

By _____ (SEAL)
 Name: John E. Smith, Jr.
 John E. Smith, Jr., President
 Title: _____

By _____ (SEAL)
 Name: Marie M. Smith
 Marie M. Smith, Secretary
 Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

EXHIBIT A

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date: August 5, 1988

TO: CLERK

RE: Smith Building Supply Company

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral \$ 45,225.00
2. Value non-exempt Collateral \$ 50,624.00
3. Value of Total Collateral \$ 95,849.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ 45,225.00		\$ 102,000.00		\$ 48,127.00
\$ 95,849.00				

5. Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
\$ 102,000.00		\$ 48,127.00		\$ 53,873.00

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	X	Tax Rate Per \$1,000	=	Recordation Tax Due
* \$ 54,000.00		\$ 7.00		\$ 378.00

*Per the requirement of Anne Arundel County we have rounded the Non-Exempt debt to the nearest \$500.00.

By: Deborah A. Wicker

274757

300 532 PAGE 572

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): HANS CHRISTIAN YACHTS INC. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
 Post Office Box ~~XXXXXXXX~~ 871
 Attention: Lisa Edwards ~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404
 (Mr. Clerk. Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):
Hans Christian 33 foot Traditional Yacht
Hull #33T-142 Serial ID #XSA33142G888

RECORD FEE 11.00
 POSTAGE .50
 RE10390 0040 R04 T12100
 09/30/00

Debtor: HANS CHRISTIAN YACHTS, INC.
 By: [Signature] (Seal)
 Type name and title, if any Geoffrey R. White,
President
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: [Signature] (Seal)
 Type name and title Robert G. Jones
Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404



FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Records at Anne Arundel County
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County

5. Debtor(s) Name(s): Habeck-Zaitz, Inc. Address(es): 7521 Connelly Drive, Suite A-C
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department: Accu
Post Office Box 987, Mailstop 500-501
Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk. Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

11.00
700.00
711.50

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
RECORD TAX 700.00
POSTAGE .50
TOTAL 711.50
09/30/00

Debtor: Habeck-Zaitz, Inc.

Secured Party: Maryland National Bank

By: Randolph L. Habeck, President (Seal)
Type name and title, if any

By: Mark T. Blizzard, Vice President (Seal)
Type name and title

By: _____ (Seal)
Type name and title, if any

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 371
Annapolis, Maryland 21404

#1817149

274759

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Perimeter Access Systems, Inc. Address(es): P.O. Box 1270
Pasadena, Maryland 21122

6. Secured Party: Maryland National Bank Address: Department: CLU
Attention: Claude Patrick Post Office Box 987, Mailstop 500501
Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

All Furniture both now owned and hereafter acquired

RECORD FEE 11.00
RECORD TAX 210.00
POSTAGE .50
M10240 0040 104 111-30
09/30/00

Debtor: Perimeter Access Systems, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any

By: [Signature] (Seal)
Type name and title

By: Ronaly C. Nunnally, President
Type name and title, if any

By: Robert V. Marcellas, Vice President
Type name and title

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

3371135

11-
210-
L

274751

BOOK 532 PAGE 575

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Whitmore Printing and Stationery Company
Address: 1982 Moreland Parkway, Annapolis, MD 21401

2. Name of Secured Party: The Annapolis Banking and Trust Company
Address: P.O. Box 311, Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: All Debtor's furniture, fixtures, machinery and equipment and all replacements thereof and additions or attachments thereto, whether now owned or hereafter acquired; All accounts receivable and contract rights, whether now owned or hereafter acquired; Proceeds and products of all collateral are also covered.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#292410 C237 R02 T10:55
09/29/88

Debtor(s):
Whitmore Printing and Stationery Company

Secured Party:
The Annapolis Banking & Trust Company
(Type Name of Dealership)

by: *George L. Blundell, Pres*
Steph S. Blundell via *Paul*

By: *[Signature]*
(Authorized Signature)
John M. Suit, II, Executive Vice Pres.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

532.- 576 . . .

not used

9-29-88

274761

BOOK 532 PAGE 577

FINANCING STATEMENT RECORDS

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES (X) NAME OF RECORD OWNER 170 LIMITED PARTNERSHIP,
a Maryland partnership

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

170 Limited Partnership
c/o Peter Issel
9881 Broken Land Parkway
Columbia, Maryland 21046

Check the box indicating the kind of statement.
Check only one box.

 ORIGINAL FINANCING STATEMENT
 CONTINUATION-ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

RECORD FEE 28.00
POSTAGE .50
#294510 0237 R02 T12:58
10/03/88

Name & address of Secured Party
DOMINION FEDERAL SAVINGS AND LOAN ASSOC.
7799 Leesburg Pike, P.O. Box 929
McLean, Virginia 22101

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

[See Exhibit "B" Attached Hereto]

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into from another jurisdiction.

Describe Real Estate if applicable:

[See Schedule "A" Attached Hereto]

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

[Signatures and Notaries On Following Page]

CAMBRIDGE TITLE COMPANY
1910 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 547-1491

25

170 LIMITED PARTNERSHIP, a Maryland limited partnership

DOMINION FEDERAL SAVINGS AND LOAN ASSOCIATION

By: VI-7 LIMITED PARTNERSHIP, a Maryland limited partnership, General Partner

By: Richard Oppenheim, Jr. (SEAL) RICHARD OPPENHEIM, JR. Vice President

By: Peter Isssel (SEAL) PETER ISSEL, General Partner

By: HRR, INC., a Maryland corporation, General Partner

By: Michael B. Glick (SEAL) MICHAEL B. GLICK, President

STATE OF MD.

CITY/COUNTY OF Baltimore, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that PETER ISSEL, personally known to me as the person who executed the foregoing Financing Statement, as General Partner of VI-7 LIMITED PARTNERSHIP, General Partner of 170 LIMITED PARTNERSHIP, bearing date of Sept 17, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be his act and deed, and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

[Signature]
NOTARY PUBLIC



My commission expires: 7-1-90

STATE OF MD.

CITY/COUNTY OF Baltimore, to wit:

I the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that MICHAEL B. GLICK, personally known to me as the person who executed the foregoing Financing Statement, as President of HRR, INC., a Maryland corporation, General Partner of 170 LIMITED PARTNERSHIP, bearing date of Sept 29, 1988, personally appeared before me in my aforesaid jurisdiction and acknowledged said Financing Statement to be his act and deed, and that he executed said Financing Statement for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

[Signature]
NOTARY PUBLIC



My commission expires: 7-1-90

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

I hereby certify, that on this 28th day of September, 1988, before me, a Notary Public in and for the aforesaid jurisdiction, personally appeared RICHARD OPPENHEIM, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Financing Statement and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

Teresa Anne Durin
NOTARY PUBLIC

My commission expires:

5/5/91



SCHEDULE A

532 PAGE 580

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
303 ALLEGHENY AVENUE, TOWSON, MARYLAND 21204

Description of 31.437 Acres of Land,
More or Less, West Side of Telegraph Road,
Route 170.

December 12, 1986
Revised September 27, 1988

Beginning for the same at an iron axle found at the beginning of the last or North 14° 48' 40" East 1739.79 foot line of that parcel of land described in a deed dated May 26, 1966, between Harry U. Riepe et al and The Maryland Title Guarantee Company, recorded among the Land Records of Anne Arundel County, Maryland in Liber 1976 folio 476, running thence binding on part of said line, as now surveyed, 1) North 06° 54' 02" East 1412.41 feet to a point being located, as now surveyed, South 06° 54' 02" West 328.10 feet from a concrete monument found at the end of said line, said point also being at the end of the 2nd or North 76° 25' 10" West 1188.22 foot line of that parcel of land described in Schedule C in a deed dated October 15, 1973, between Simkins Industries, Inc. et al, The Maryland Title Guarantee Company and Diamond International Corporation, recorded among the Land Records of Anne Arundel County, Maryland in Liber 2632 folio 121, running thence binding reversely on said 2nd line, as now surveyed, 2) South 76° 27' 38" East 1185.79 feet to the western side of Telegraph Road, 60 feet wide, as shown on State Roads Commission of Maryland, Plat No. 4660, running thence binding on the western side of said Telegraph Road, the two following courses, as now surveyed, viz: 3) South 12° 52' 27" West 429.18 feet and 4) southwesterly by a curve to the left having a radius of 11489.16 feet for a distance of 530.90 feet, said curve being subtended by a chord bearing South 11° 33' 01" West 530.85 feet to intersect the 2nd or North 73° 05' West 200.00 foot line of that parcel of land described in a deed dated July 3, 1952, between Katie M. Muirhead, widow and Harry G. Trott et ux, recorded among the Land Records of Anne Arundel County, Maryland in Liber 697 folio 105, running thence leaving said road, binding on part of said 2nd line and binding on the 10th line of the hereinabove first mentioned deed, as now surveyed, 5) North 80° 33' 58" West 194.89 feet to the end of said lines, running thence for part of the distance binding on the 3rd line of said deed (Liber 697 folio 105), for part of the distance binding on the 3rd or South 16° 55' West 147.2 foot line of that parcel of land described in a deed dated June 25, 1946, between Katie M. Muirhead, widow and Harry G. Trott et ux, recorded among the Land Records of Anne Arundel County, Maryland in Liber 366 folio 128 and binding on the 11th line of the hereinabove first mentioned deed, in all, as now surveyed, 6) South 09° 26' 02" West 159.20 feet, running thence binding on the 12th line of the

Description of 31.437 Acres of Land,
More or Less, West Side of Telegraph Road,
Route 170.

December 12, 1986
Page -2-
Revised September 27, 1988

hereinabove first mentioned deed, as now surveyed, 7) South 86° 08' 02" West
904.33 feet to the place of beginning.

Containing 31.437 acres of land more or less.

Subject to the right of the State Roads Commission of Maryland, set forth
in a deed and release conveyed by Marion S. Muirhead and Katie M. Muirhead, recorded
among the Land Records of Anne Arundel County, Maryland in Liber 249 folio 220,
on November 24, 1941.

Together with the rights to use with others entitled thereto, a 50 foot
railroad right of way, created and reserved in a Schedule A and C in a deed dated
October 15, 1973 between Simkins Industries, Inc. et al, The Maryland Title Guarantee
Company and Diamond International Corporation, recorded among the Land Records
of Anne Arundel County, Maryland in Liber 2632 folio 121. Also the rights to
use with others entitled thereto, an irregular or curved railroad right of way,
described in a deed dated November 20, 1969, between Odenton-Severn Development
Corp. and The Maryland Title Guarantee Company, recorded among the Land Records
of Anne Arundel County, Maryland in Liber 2320 folio 117.

Being all of that parcel of land described in a Deed dated December 29, 1986,
by and between Simkins Industries, Inc. and The Maryland Title Guarantee Company
to Continental Partnership, recorded among the Land Records of Anne Arundel County,
Maryland in Liber 4230 folio 88.

Exhibit B to Financing Statement

1. All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the property described in Schedule A to the Financing Statement (the "Real Property"), and used or usable in connection with the present or future operation of said Real Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, pipes, pumps, tanks, motors, conduits plumbing, fire prevention, fire extinguishing, refrigerating, and ventilating apparatus, air cooling and air conditioning equipment, shades, carpeting, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors together with all alterations, additions, substitutions and replacements of those systems and fixtures, and all of the right, title and interest of Debtor in and to same which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced hereby, and together with all alterations, additions, accessories, and improvements to same, substitutions for it and renewals and replacements of it; together with all proceeds (cash and non-cash) of it, including the proceeds of any and all insurance policies in connection with it.

2. The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation made before or after the date of this Financing Statement, including interest, and the right to receive payments, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or any part of it under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street and (iii) any other injury or damage to or decrease in value of, the Real Property or any part of it.

3. The interest of the Debtor in any and all payments, proceeds, settlements or other compensation made before or after the date of this Financing Statement including interest, and the right to receive payment, from any and all insurance policies covering the Real Property or any portion of it, or any of the other property described in this Financing Statement, or any part of it.

4. All rents, issues and profits that derive from the Debtor's right, title and interest in and to the Real Property, from but not limited to leases and all contract rights of the Debtor, now or hereafter created or arising in reference to the leasing or sale of the Real Property or any part or unit therein, including any security deposits or down payments relating thereto.

274765

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 135,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Hardin-Huber, Inc.

 (Name)
1230 Cronson Blvd.

 (Address)
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn Catherine T. Lewis

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See attached schedule "A"

11.00
 949.00
 .50

RECORD FEE 11.00
 RECORD TAX 945.00
 POSTAGE .50
 #218780 0648 R04 115420
 10/03/88

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 ✓ Michael W. Huber, President (Signature)
 _____ (Seal)
Michael W. Huber, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)

 (Print or Type Name)

Schedule "A"

- 1 MOBILE DRILL UNIT MODEL B-61HD PACEMAKER COMPLETE WITH 18" HYDRAULIC ON-OFF HOLE SLIDE BASE, OIL COOLER, 29' MAST ASSEMBLY INC. TWIN HYDRAULIC SYL. RAISE AND LOWER, 4 LINE CROWN BLOCK, TIE DOWN MAST SUPPORT AND 2" HEX HEAVY DUTY UNIVERSAL AUGER COUPLING, POWERED BY A CUMMINS 239 CID 100 HORSEPOWER DIESEL ENGINE. Serial #1FDYW80U8DUA05552
- WITH THE FOLLOWING:
- PLANT ASSEMBLY AND INSTALLATION.....
 - 3200 LB. HYDRAULIC HOIST W/100' OF 5/16" CABLE AND SAFETY HOOK.....
 - 8500 LB. MAIN HOIST W/100' OF 7/16" CABLE AND HOOK.....
 - 2500 LB. CATHEAD ASSEMBLY.....
 - 1200 LB. HYDRAULIC WIRELINE HOIST W/1000' OF 3/16" LINE CONVERSION KIT FOR 80 TO 510 RPM.....
 - OPERATOR STEP PLATFORM.....
 - 2 7/8" ROUND 3-FLUTED KELLY, X17' WITH PK RED DEVIL L.H. BOX UP AND PK RED DEVIL BOX DOWN, W/DRIVE BOWL AND AUTOMATIC PULLDOWN.....
 - SUB. PK RED DEVIL, LH PIN TO NWML RH BOX.....
 - 17' KELLY STORAGE RACK IN DRILL MAST.....
 - HYDRAULIC ROD CLAMP UNDER BODY.....
 - JAW SET FOR ABOVE, JAW SIZE 1 9/16"-4 9/16".....
 - MOBILE 16' STANDARD BODY FOR TANDEM AXLE VEHICLES INC. TWO DOUBLE UNIT TOOL COMPARTMENTS AND COMBIN. AUGER/ROD RACK.....
 - WATER TANK, 500 GALLON CAPACITY.....
 - DRILL ROD STORAGE COMPARTMENT UNDER DECK.....
 - 36" STROKE HYDR. JACKS, TWO ON REAR.....
 - 36" STROKE HYDR. JACKS, ONE ON FRONT.....
 - SWING-OUT UNDER DECK RACK FOR WATER PUMP.....
 - MAST STANDPIPE WITH PRESSURE HOSE TO PANEL.....
 - MOYNO PUMP - 3LG.....
 - HYDRAULIC BRAKE OUT WRENCH.....
 - MISSION CENTRIFUGAL PUMP, 4X3.....
 - MANUAL HINGED UNDERSLUNG AUGER RACK.....
 - SPECIAL PAINT, MAST AND CROWN BLACK, BALANCE WHITE...
 - PARTS AND OPERATION MANUALS.....
 - FRONT FRAME EXTENSION FOR JACK FRONT.....
 - TILT CAB OPTION FOR 24" OR 36" JACKS.....
 - ONE ADAPTOR CAP.....
 - ONE CUTTERHEAD, BLADE TYPE HF.....
 - 100' 3 3/8X5" AUGER.....
 - 100' AWML DRILL ROD.....
 - SAFETY HAMMER 140# W/ AWML PIN.....

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 8-08-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Battery Warehouse
Address 8220 Ritchie Highway Pasadena, MD 21121 & Fairfax Crossing Shopping Center Annapolis, MD 21401

2. SECURED PARTY

Name General Motors Corporation, Service Parts Operations
Address 3044 W. Grand Blvd., Detroit, MI 48202
General Motors Corp., Service Parts Operations, 6060 W. Bristol Rd., Flint, MI 48554
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) none

4. This financing statement covers the following types (or items) of property: (list)
All automotive and industrial parts, accessories, equipment, supplies, and material inventory now owned or hereafter acquired, bearing or contained in packages that bear any trademark of GENERAL MOTORS CORPORATION.

Name and address of Assignee

RECORD FEE 11.00
#218880 0040 R04 115:30
10/03/88

11.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

Signature of Debtor

Suzanne Stevens
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

(Signature of Secured Party)

Denise L. Rader, UCC Coordinator (C)

Type or Print Above Signature on Above Line

274707

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
Leonard Blackshear, dba
Associated Enterprise
Development, Inc.
120 Admiral Cochrane Drive
Annapolis, MD 21401

2 Secured Party(ies) and Address(es)
Scherers Development, Inc.
6145 Scherers Place
Dublin, OH 43017

3 For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#210890 0040 R04 T15:32
1043000

4 This financing statement covers the following types (or items) of property:

- VIS/16 Voicemail Talker Subsystem Continued:
- 2 VT220-A White Video Terminal with AVO, PCO and VT22K-AA Keyboard Kit
- 2 BC22A-50 Shielded Null Modem Cable
- 1 HC642-FC Expansion Cabinet with Power Controller
- 1 LP11-AA 285 LPM (Like New) with 75' Cable
- 1 M11-PB 1 MB expansion Memory

Check if covered: Products of Collateral are also covered

No. of additional sheets presented:

Filed with

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financial statement bearing the file number shown above.

Dated: Sept 15, 19 88

By: *[Signature]*
Scherers Development Inc.
Signature of Secured Party or Assignee of Record - Not Valid until signed

Filing Officer Copy - Acknowledgement - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201
(REPRINTED 5/83)

274768

BOOK 532 PAGE 587

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Leonard Blackshear, dba Associated Enterprise Development, Inc. 120 Admiral Cochrane Drive Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Scherers Development, Inc. 6145 Scherers Place Dublin, OH 43017	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #218700 0040 R04 T13:32 10/03/88
--	--	--

4 This financing statement covers the following types (or items) of property:

- 1 VIS/16 Voicemail Talker Subsystem Including the Following:**
- 8 Coupler Line Card
 - 16 Analog Line Card
 - 16 Digital Line Card
 - 4 Card Cage Interface Card
 - 1 Unibus Interface Card
 - 1 Operator Alert Card
 - 1 TCU-150 Date/Time Module
 - 2 Talker Card Cage
 - 1 Coupler Card Cage
 - 1 System Configuration Panel
 - 1 VIS-8D DID Option for Eight Ports
 - 1 11X44-FA 1MB Memory, 2 Serial Lines, H9645 FCC Compliant Cabinet
 - 1 DD11-DK 9 Slot Expansion Backplane
 - 1 TU58-DA Rack Mountable TU58 - Universal Power Supply
 - 1 TU58-AA 1600 BPI Tape Drive with Cabinet and Controller
 - 1 RUAB1-CA 456MB Winchester Disk Drive with UDA 50 Controller and H9642 Cabinet
 - 1 RAB1-AA 456MB Add On Winchester Disk Drive
 - 2 VI220-A White Video Terminal with AVO, PCO, and VI22K-AA

Check if covered. Products of Collateral are also covered. No. of additional sheets presented: _____

Filed with

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financial statement bearing the file number shown above.

Dated: Sept 15, 19 88

By: Scherers Development Inc
[Signature]
(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy - Acknowledgement - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati ohio 45204

10 20

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404

BOOK 532 PAGE 588

274769

FINANCING STATEMENT

File # 5560

September 27, 1988

File # _____

DEBTOR: THOMAS S. HINKEL, JR.

ADDRESS OF DEBTOR: 1610 Riggs Place, N.W.
Washington, D.C. 20009

RECORD FEE 21.00
POSTAGE .50
#294870 C237 R02 T16:27
10/03/88

SECURED PARTY: The Palmer National Bank

ADDRESS OF SECURED PARTY: 1667 K Street, N.W.
Washington, D.C. 20006

I. The Debtor grants to the Secured Party a security interest in and this Financing Statement covers the following:

- (a) All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, excluding any such chattels or personal property owned by tenants of the real property described below.
- (b) All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which

2150

are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvements of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- (c) All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- (d) All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- (e) All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks, soil and the like (including oil and gas) which have not been extracted from the real property described below.
- (f) All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- (g) All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the

terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.

- (h) All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
- (i) All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- (j) All awards, payments or, subject to the hereinafter mentioned Deed of Trust, insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the real estate or improvements.
- (k) All right, title, and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now or hereafter affecting all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon.

II. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A" attached hereto, being located in Anne Arundel County, Maryland and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The record owner of such real estate is the Debtor.

III. This Financing Statement publicizes a first Deed of Trust, of even date herewith, from the Debtor to Trustees, securing a debt to the Secured Party in the principal amount of \$600,000.00.

IV. The proceeds and products of the collateral are secured, as are future advances and after acquired property, and any substitutes, renewals, replacements, additions, and accretions of or to any of the above described collateral.

DEBTOR:

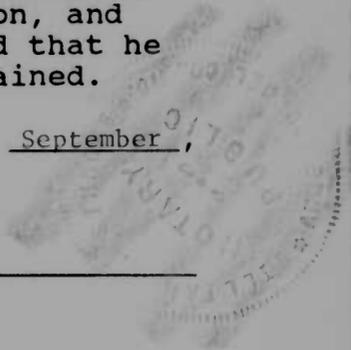
Thomas S. Hinkel, Jr.
THOMAS S. HINKEL, JR.

STATE OF Maryland)
) To-wit:
COUNTY OF Anne Arundel)

I, William M. Simmons, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Thomas S. Hinkel, Jr., personally known to me as the person(s) who executed the foregoing Instrument bearing date in the 27th day of September, 1988, personally appeared before me in said jurisdiction, and acknowledged said Instrument to be his act and deed and that he executed said Instrument for the purposes therein contained.

Witness my hand and official seal this 27th day of September, 1988.

[Signature]
Notary Public



My Commission Expires: July 1, 1990

BOOK 532 PAGE 592

EXHIBIT "A"
LEGAL DESCRIPTION

All that lot of ground situate in the Second Taxing District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot 3, Section 5, Plat Seven of Eight, THE RIDGES AT ANNAPOLIS, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 85, folio 3.

274770

BOOK 532 PAGE 593

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. 4012446-001		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Fraleigh Contracting Co., Inc. 6031 Ritchie Highway Baltimore, MD 21225 M-32942	(2) Secured Party(ies) (Name(s) And Address(es)) ALBAN TRACTOR CO. INC. P O BOX 9595 BALTIMORE, MD. 21237	RECORD FEE 11.00 POSTAGE .50 #219100 0040 R04 T16:17 10/03/88
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es): General Electric Capital Corporation 600 W. Germantown Pike Plymouth Meeting, PA 19462	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Caterpillar Model #953 Track Type Loader S/N 76Y01414

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Fraleigh Contracting Co., Inc.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State
and other states shown above.

Filing Officer Copy - Numerical

11-03-88

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

274771

* The guarantors are not primarily liable under the promissory note secured hereby.

BOOK 532 PAGE 594

MARYLAND NATIONAL BANK

INDEMNITY

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ _____ in connection with the filing of the Deed of Trust described below in the Land Records of _____ County, Maryland.

RECORD FEE 23.00

POSTAGE .50

#780100 0715 201 710430

10/04/88

Guarantors 5 XXXXXX Name(s)	Address(es)
1. Marcus S. Marx	2767 Swann Way, Davidsonville, MD 21035
2. Arthur Steiner	805 Tyler Avenue, Annapolis, MD 21403
3. Philip F. Scheibe	7339 Ritchie Hwy., Glen Burnie, MD 21061
4. Foto Leanos	Kibler Road, P.O. Box 438A, Greensboro, MD 21639
5. James G. Anderson, Jr.	P.O. Box 10364, Scottsdale, AZ 85271
6. John W. Simmons	410 Severn Avenue, Annapolis, MD 21403
7. Richard McGraw	1109 Lake Heron Dr., Annapolis, MD 21403
6 Secured Party MARYLAND NATIONAL BANK Attention: Michael J. Mishou	Address: Real Estate and Mortgage Division XXXXXX 5 Church Circle XXXXXX Annapolis, Maryland XXXXXX 21204

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated Indemnity 9/29/ 1988 from Debtor(s) to Michael J. Mishou and Mark H. Anders, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Guarantors:

~~XXXXXX~~

Secured Party:
MARYLAND NATIONAL BANK

1. Wanda May (SEAL)

By: Robert G. Jones, V.P. (SEAL)

2. Arthur Steiner (SEAL)

Robert G. Jones, Vice President
Type name and title

3. Philip F. Scheibe (SEAL)

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

4. Foto Leanos (SEAL)

5. James G. Anderson, Jr. (SEAL)

6. John W. Simmons (SEAL)

7. Richard McGraw (SEAL)

23-00

EXHIBIT A

BOOK 532 PAGE 595

Property 1

BEGINNING for the same at a point at the southernmost corner of Lot No. 4, as shown on a plat entitled "Gilmer Development" and recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 20, page 5; said point being further located in and North 36°00' East 60 feet from the end of the South 36° West 500 foot line of the conveyance from Frederick C. Gilmer and Katherine P. Gilmer, his wife to Edward J. Kramer and Sophie Kramer, his wife, by Deed dated February 17, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 813, folio 390;

THENCE running from the place of beginning so fixed and running with the division line between Lots 2 and 4 as shown on the above mentioned plat of the Gilmer Development, North 54°0' West 83.62 feet to intersect the southeast side of Gilmer Street, as shown on the above mentioned plat;

THENCE with the same, South 36°0' West 60.0 feet to intersect the northeast side of Drew Street, as shown on said plat, said point being further located at the westernmost corner of Lot No. 2, as shown on the above mentioned plat;

THENCE running with the northeast side of Drew Street, North 54°00' West 30.0 feet to a point located at the end of the South 36° West 60 foot line of the conveyance from First Federal Savings and Loan Association of Annapolis to France M. Pindell, et al, by deed dated April 24, 1969, and recorded among the said Land Records in Liber 2261, page 552;

THENCE running with said line, reversely, and also running with the South 36° West 60 foot line of the conveyance from Frederick C. Gilmer and Katherine C. Gilmer, his wife, to George Redd and Rebecca Redd, his wife, by deed dated November 22, 1952, and recorded among the said Land Records in Liber J.H.H. 791, page 512, reversely, and also running along the northwest side of Gilmer Street, as shown on the above mentioned plat; North 36°00' East 120.0 feet to a point located at the beginning of the said South 36° West 60 foot line of the above mentioned conveyance to Redd, recorded in Liber J.H.H. 791, page 512;

THENCE, leaving said Gilmer Street and running with the South 54° East 83.62 foot line of the above mentioned conveyance to Redd, recorded in Liber J.H.H. 791, page 512, reversely, North 54°00' West 83.62 feet to a point located at the beginning of said line; said point being further located in the North 36° East 363.0 foot line of the above mentioned conveyance to Kramer, recorded in Liber J.H.H. 813, page 390;

THENCE with part of said line, North 36°00' East 243.0 feet to a point located at the end of said line;

THENCE with part of the North 78°23' East 103.0 foot line of the above mentioned conveyance to Kramer, recorded in Liber J.H.H. 813, page 390, North 73°16' East 46.50 feet to a point located at the end of the North 61°13' West 52.82 foot

line of the conveyance from Edward J. Kramer and Sophie Kramer, his wife, et al to the Board of Education of Anne Arundel County, by deed dated March 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1464, page 553;

THENCE with the said line, reversely, and also with the North 61°13' West 30.00 foot line and the North 61°13' West 85.45 foot line of the said conveyance to the Board of Education of Anne Arundel County, reversely, South 54°00' East 169.08 feet to intersect the South 36° West 500 foot line of the above mentioned conveyance to Kramer, recorded in Liber J.H.H. 813, page 390;

THENCE with part of said line, South 36°00' West 340.0 feet to the place of beginning;

CONTAINING 1.453 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in March, 1976, without the benefit of a field survey.

ALSO INCLUDED within the above metes and bounds is the 30 foot right of way running through the center of the above described and as mentioned in the above mentioned conveyance to Kramer.

THE ABOVE DESCRIBED being subject to and having the use in common with others of that portion of Gilmer Street, described as follows:

BEGINNING for the same at a point located on the northeast side of Drew Street and at the westernmost corner of Lot No. 2, as shown on the above mentioned plat of the "Gilmer Development", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 20, page 5; said point being further located at the end of the South 36°00' West 60.0 foot line of the above described 1.453 acres;

THENCE running from the place of beginning so fixed and running along the said northeast side of Drew Street, North 54°00' West 30.0 feet to a point located at the end of the South 36° West 60 foot line of the above mentioned conveyance to France M. Pindell, et al., recorded among the said Land Records in Liber 2261, page 552;

THENCE with said line, reversely, and also with the South 36° West 60 foot line of the above mentioned conveyance to Redd, recorded in Liber J.H.H. 791, page 512, reversely, and running along the northwest side of Gilmer Street, as shown on the above mentioned plat, North 36°00' East 120 feet;

THENCE crossing said Gilmer Street, as shown on the above mentioned plat, South 54° East 30.0 feet to the division corner between Lots 4 and 6, as shown on the above mentioned plat of the "Gilmer Development";

THENCE running along the southeast side of Gilmer Street, as shown on said Plat, South 36° West 120 feet to the place of beginning.

BEING the same property described in the deed dated the 15th day of August 1977, and recorded among the Land Records of Anne Arundel County, in Liber 2997, folio 282, from Marvin Freedenberg and Margie Freedenberg and Morris Rosenberg and Arline Rosenberg and Albert Zaino and Beverly Zaino to the Corporation.

Property 2

ALL THOSE LOTS OR PARCELS of ground being located in the Sixth Assessment District, Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lots 4 and 5 and the Southwest one-half of Lot 3, as shown on the Plat of the McGuckian Subdivision, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 18, folio 15.

SAVINGS AND EXCEPTING a tract of land containing 2,711.8 square feet of Land, more or less, conveyed to the Mayor and Aldermen of the City of Annapolis by Drew Enterprises, Inc., Donald H. Shaw and Gloria I. Shaw and Maryland National Bank by a Deed dated the 19th of April, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3881, folio 317.

SECURITY AGREEMENT

Defense Systems, Inc. ("DSI"), a Maryland corporation, and MCI Telecommunications Corporation ("MCI"), a Delaware corporation, agree as follows:

1. Debtor's Place of Business. DSI has its principal office and place of business at 1240 Fenwick Garth, Arnold, Maryland 21012 and keeps its records concerning accounts and contract rights at that office.

2. Arrearages. DSI acknowledges a current outstanding debt to MCI in the amount of \$220,885.71 (the "Debt") and agrees to pay the same and all future monies due to MCI in accordance with the following schedule:

1. \$50,000 to be received by MCI not later than Friday, August 19, 1988;
2. \$75,000 to be received by MCI not later than Friday, August 26, 1988;
3. \$75,000 to be received by MCI not later than Friday, September 16, 1988;
4. The full amount payable of the invoices for the August 10, 1988 billing to be received by MCI not later than Monday, September 12, 1988.

RECORD FEE 24.00
POSTAGE .50
MCI 2200 0040 004 111-15
09/28/88

24.00
.50

3. Security Interest. As collateral security for the payment of the Debt and in return for valuable consideration, DSI assigns and grants to MCI a security interest in all accounts receivable, including but not limited to those listed in Schedule A annexed and made a part hereof, including any and all proceeds thereof.

4. Accounts Assigned as Security. The accounts hereby assigned are assigned as collateral security for the Debt and they are not to be deemed sold to MCI. DSI shall be liable for any deficiency by reason of the failure of any account debtors to remit funds, and DSI shall be entitled to any surplus.

5. Representations and Warranties. DSI represents and warrants as follows:

(a) Each of the accounts assigned as collateral security is genuine, valid, and represents an existing claim arising out of products sold or services rendered by DSI to the stated account debtor.

(b) The amounts of the accounts stated in this Agreement, including Schedule A, are true amounts now due and owing, by reason of valid contracts concerning which DSI has performed all of its duties and has met all of its obligations, and the accounts are not subject to any defense, setoff, counterclaim, or claim of any substance or nature.

(c) DSI is the true and sole owner of the accounts, that the accounts are not subject to any prior security interest and are free and clear of all liens and encumbrances of any nature.

(d) DSI shall not, until such time as all of the terms of the promissory note are met, subject the accounts to any security interest or other lien or encumbrance.

6. Charges. DSI shall pay all reasonable charges and fees in connection with the perfection of this security interest.

7. Collection of Proceeds. Prior to default, DSI shall have the right to collect all amounts due from the account debtors. DSI agrees to turn over all payments received from the account debtors in whatever form received by DSI and all commercial paper will be endorsed by DSI payable to the order of MCI. Any cash funds received by DSI shall be forthwith turned into a bank check payable to the order of MCI and delivered to MCI immediately.

8. Surplus. At such time as DSI has paid to MCI the full amount of the Debt, MCI shall return to DSI any surplus of collections from the account debtors in excess of the amount of DSI's indebtedness to MCI.

9. Default. In the event of default of any of the terms of this Agreement, and without prior notice to DSI, MCI shall be entitled to demand, collect, receive, sue for, negotiate, and otherwise compromise any and all amounts due under the accounts, and may do so either in its own name or the name of DSI. DSI grants MCI the right to endorse its name to all forms of commercial paper received from the account debtors in the event MCI elects to collect the accounts. DSI further agrees to cooperate in all aspects of the assignment and collection of its receivables and to raise no objection thereto.

10. No Waiver. Failure by MCI to demand strict performance under this Agreement shall not constitute a waiver of any right under the Agreement or otherwise restrict MCI's ability to insist on strict performance at any time.

11. Notices. Any notice, request, demand, or other communications required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed:

(a) In the case of DSI to: Defense Systems, Inc., 1240 Fenwick Garth, Arnold, Maryland 21012 or to such other person or address as DSI may from time to time furnish to MCI for the purpose.

(b) In the case of MCI to: MCI Telecommunications Corporation, 601 South 12th Street, Arlington, Virginia 22202 (Attention: Harry Squire), or to such other person or address as MCI may from time to time furnish to DSI for the purpose.

12. Other Documents. DSI shall execute all documents which MCI shall deem necessary to perfect the security interest granted under this Agreement.

13. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF this instrument has been executed 8-22, 1988.

DEFENSE SYSTEMS, INC.

Attest: _____

By: Harvey J. Volzer
Harvey J. Volzer
Vice President

MCI TELECOMMUNICATIONS CORPORATION

By: J. Lawrence

BOOK 532 PAGE 612

SCHEDULE A
(RECEIVABLES)

Defense Commercial Communications
Office (DECCO)
Scott Air Force Base, Illinois 62225-8300 \$400,000

Mail to D.S.I.

TRAVIS T BROWN
2123 Calif. St. N.W.
WASH. DC. 20008

**END
LIBER**